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MANAGED IT SERVICES TERMS AND CONDITIONS

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 (hereinafter referred to as “Company”). 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. This paragraph intentionally left blank.

3. TERM: The term of this Agreement (“Term”) will begin on the effective date as shown on the signature page. This Agreement will remain in effect until terminated by you or us in accordance with Section 21. The contract will renew automatically, for successive one year periods, beginning the day after the end of the initial term. Both parties agree that it is their intention to make this contract legally perpetual unless one of the parties terminates the contract in writing pursuant to the provisions of Section 21, thirty (30) days before the end of the initial term, or before any anniversary thereafter.

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, B2B terminates the service for cause, such as but not limited to non-payment or, you will not be responsible for the full balance due of any remaining months remaining in the current term. (b) WITHOUT CAUSE. We may suspend or terminate all or part of your services in the absence of cause by providing you with thirty (30) 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. If you terminate this Agreement without cause, you will be responsible for the full balance due of any remaining months remaining in the current term.

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



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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). (c) OFFBOARDING FEE: Both parties understand that there will be required participation by B2B to support Client or Client representative to move off of our platform such as but not limited to remote phone calls with Client or Client representative to strategize offboarding tasks, knowledge transfer and documentation including all administrative passwords to manage any part of the IT infrastructure. Regardless if Termination of services was for or without cause, you agree to pay us an offboarding fee of \$500 to include a maximum of 3 hours of offboarding services.

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. (a) Amendments to General Contract (hereinafter called "Amendments"): 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 (30) 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. (b) Amendments to Level of Service: Both parties recognize that the services provided by B2B, and the possible changes thereto, are so numerous that they cannot be specifically enumerated herein, and therefore, any changes, additions or subtractions to this original service will be done by change order on a case by case basis. Such change order will be prepared in the form of an invoice, or credit, for the amended services and signed by B2B. The change order shall be then sent to the Client by e-mail and signed by the Client. Once such change order is executed in this manner, it shall become a binding and material part of this contract and will supersede any part of the contract and prior amendments contrary thereto.

8. CHARGES: (a) FEES AND BILLING. 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 (30) days prior notice sent, in accordance with the notice provisions in Section 21, we may increase your fees for the Services. Such increase will reflect, at least in part, any fee increase by our providers and suppliers or the unexpected extent of service to you. Within three (3) days of the notification of such increase, you may follow the standard procedures to opt out of the contract without penalty. To opt out of the contract due to the increase you must notify B2B pursuant to the provisions of Section 21, of your intention to terminate. After your notification B2B reserves the right to roll back the increase as to you and continue with the contract as it was before the proposed increase and has five (5) days to notify you of such intention. (c) PAYMENT PROCESSING. Credit card payments made in accordance with Section 8(a) will be



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processed by a third-party card processing Company who is subject to a written agreement with us. (d) INSTALLATIONS: If installations are necessary to make the service run, then the availability of the service will be delayed until such installations are complete but that availability is not concomitant with the obligation to pay. If Client terminates the contract before the termination date, for any reason, all costs of installations will be due from Client to B2B upon such termination.

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 (2) levels of priority to service issues. Priority Service 1 is for a major system down issue where 1 or more users are completely down. A Priority 2 is for an issue that allows users to work but in a diminished state.

B. Response: A response is defined as B2B receiving a message or alert AND assigning ticket to a technician. You should always call into our Help Desk for all Priority 1 issues (not just email) which will help in getting a Priority 1 issue escalated.

C. Response Time: We will use commercially reasonable efforts to respond to Priority 1 issues within 15 minutes and Priority 2 issues within 1 hour, subject to our standard business hours on Paragraph 11(C).

D. Service Hours: Priority 1 break/fix related problems are covered every day from 9am – 9pm. Priority 2 break/fix related problems are covered Monday through Friday, 9am – 5pm.

E. 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 break/fix 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



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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. B2B does not monitor, nor does it have the capabilities to monitor 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"). However, should it come to our attention by any means, including a notification by a government agency, a service provider, or any other third party, that you are handling information that might violate the laws of the United States, directly or indirectly, then 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. The client waives any cause of action it may have against B2B for complying with such government request, subpoena or any such type of appeal or demand and promises to hold B2B harmless from any consequence thereof.



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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



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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



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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



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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 according to the AUP addendum attached hereto and made part hereof, and the Privacy Policy as amended from time to time on our website. Additional or different terms in any written communication from you, including any purchase order or request for Services, are void.

CLOUD SERVICES ADDENDUM

THIS ADDENDUM AND THESE TERMS AND CONDITIONS IS PART OF THE 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, This addendum supersedes any provision of any other document the parties have signed that is contradictory herewith:

1. AGREEMENT. As referred to herein, "Agreement" is redefined to mean the Managed Information Technology, all of the Exhibits and attachments thereto and this Cloud Services Agreement, together with all policies and addenda that are incorporated herein by reference, including the Acceptable Use Policy and Privacy Policy. This Addendum sets forth the terms and conditions that apply to the Cloud Services which are in addition and complementary to the services outlined in Managed Information Technology Service Agreement.
2. SERVICES. All Cloud Servers and any additional unmanaged services that we make available to you including any related support services or Documentation we may provide are collectively referred to in this Addendum as the "Cloud Services". The initial list of Cloud services to be provided by B2B are attached hereto and made part hereof as Exhibit "A". In most cases, there will be an agreed minimum



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number of users. All additions and subtractions to these services shall be accomplished pursuant to the change order procedure in paragraph 7 (b) of the MSP contract.

3. **TERM.** The term of this Agreement (“Term”) will begin when you sign the signature page, if any, for this Cloud Server Agreement; or you use the Cloud Services. This Agreement will automatically renew for a twelve (12) month term and will remain in effect unless terminated by you or us in accordance with Section 4.
4. **SUSPENSION AND TERMINATION BY B2B.** In addition to the causes set forth in paragraph 4 of the contract, we may immediately (and without prior notice) suspend or terminate all or part of the Cloud Services by sending you a written notice of termination if one or more of the following occurs: (i) we discover that you provided us with false information when you registered for Cloud Services, or that you lacked the capacity to enter into this Agreement at the time of its consummation; (ii) we determine, in our sole discretion, that your use of the Cloud Services poses a threat to the security or performance of our network or to any of our clients or suppliers; (iii) we determine, in our sole discretion, that your use of the Cloud Services is illegal, or that it misappropriates or infringes the property rights of a third party; (iv) we reasonably believe that your use of the Cloud Services has or will subject B2B to civil or criminal liability; (v) you become the subject of an involuntary or voluntary bankruptcy or similar proceeding, or you assign all or substantially all of your assets for the benefit of creditors; (vi) you fail to make any payment when due or if your credit card is declined; (vii) you use cloud resources in an attempt to gain unauthorized access to computer systems (i.e., “hacking”); or (viii) you breach any of the other terms and conditions in this Agreement.
5. **EFFECT OF SUSPENSION AND TERMINATION.** In addition to the terms and conditions set forth in paragraph 5 of the Agreement, the following consequences may or will occur in each case (a) **SUSPENSION.** The Cloud Services will be unavailable in whole or in part during any suspension, and you may not have access to your data. Fees may continue to accrue during a suspension, and we may charge you a reinstatement fee following any suspension of your Cloud Services. (b) **TERMINATION.** Effective immediately upon the termination of this Agreement, the Cloud Services will no longer be available and we will permanently erase all data stored on the Infrastructure.
6. **AMENDMENTS.** In addition to the amendments that may be made to the agreement as a whole, no amendment to this Addendum 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/cloudterms> . All other provisions of the amendment provision of the Agreement apply.
7. **ACCEPTABLE USE POLICY.** The “Acceptable Use Policy” and “AUP” applicable to the Cloud Services shall mean the acceptable use policy attached hereto and as amended at <http://www.b2bcloudsolutions.com/aup> by us in accordance with the amendment procedures described in Section 8 of the Agreement. The AUP is part of this Agreement. You are required to use



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the Cloud Services in accordance with the AUP. You agree to cooperate with any reasonable investigation by us regarding an actual or potential violation of the AUP

8. **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 12. We will use commercially reasonable efforts to make the Cloud Services available 99.95% of the Service Year. “Service Year” means the three hundred sixty five-day period immediately preceding a claim for a service credit. (a) **SERVICE CREDIT.** Uptime for each Service Year will be calculated by subtracting from 100% the percentage of time during which our Infrastructure was unavailable to all of our Cloud Service clients (the “Uptime Percentage”). If the Uptime Percentage for the Service Year is less than 99.95%, you will be eligible for a service credit equal to 10% of your Cloud Services bill for the calendar month in which the Uptime Percentage dropped below 99.95%. The Uptime Percentage will be calculated using five-minute increments. (b) **DOWNTIME EXCLUSIONS.** Downtime does not include unavailability caused by one or more of the following: (i) maintenance, a suspension, or a termination of the Cloud Services; (ii) the failure of servers or services outside of a datacenter on which the Cloud Services are dependent, including, but not limited to, inaccessibility on the Internet that is not caused by our Infrastructure or network providers; (iii) a force majeure event such as an act of God, act of war, act of terrorism, fire, governmental action, labor dispute, and any other circumstances or events not in our direct control; (iv) an attack on our Infrastructure, including a denial of service attack or unauthorized access (i.e., hacking); (v) unavailability not reported by you in accordance with the reporting provisions in Section 13(c) within five (5) of the days of the date on which the Uptime Percentage dropped below 99.95%; (vi) your use of a separate B2B service that is not subject to this SLA; (vii) unavailability that results from the failure of individual Cloud Servers and that is not attributable to an event causing unavailability to all clients using the Cloud Services; or (viii) unavailability that is caused by your breach of this Agreement. (c) **SERVICE CREDIT PROCEDURES.** We will determine, in our reasonable discretion, your eligibility for service credits and the amount of service credits awarded pursuant to this SLA. To be eligible for service credits, you must send us a reasonably detailed, written request for service credits no later than five (5) Business Days after the day on which your Uptime Percentage first drops below 99.95%. To be deemed valid, your request must include (i) the dates and times of each period of Cloud Service unavailability upon which your request is based; (ii) the instance names of the affected Cloud Servers; and (iii) a description of any events from the Cloud Services portal that may have indicated a system-wide unavailability during the stated dates and times. If your Uptime Percentage is confirmed by us to be less than 99.95% for the Service Year, we will issue a service credit during the billing cycle following the month in which we determine that you are eligible for one. All service credits will be applied to fees due from you to us for Cloud Services; we will not pay any service credit to you as a refund. If you fail to provide us with a valid request, you will not be eligible for a service credit. Our calculation of your Uptime Percentage and all service credits will be based on our records and data. Any dates and times that you previously reported that led to a successful service credit claim cannot be used for future claims. (d) **LIMITATION.** THE SERVICE CREDITS DESCRIBED IN THIS SLA ARE YOUR SOLE AND EXCLUSIVE REMEDY FOR THE UNAVAILABILITY OF A CLOUD SERVER.



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9. FEES FOR UNAUTHORIZED USE. You are required to pay all fees for Cloud Services accessed through your account, including all fees resulting from unauthorized use.
10. CONSENTS AND LICENSES: You shall obtain all consents and licenses required for both parties to legally access and use all software that you place on the Cloud Servers without infringing any ownership or intellectual property rights. Upon our request, you shall provide reasonable proof to us that you have obtained such consents and licenses. 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.
11. SUPPORT. The Cloud Services will be provided with support. NO SUPPORT, ADVICE OR INFORMATION RELATING TO THE CLOUD SERVICES THAT YOU OBTAIN FROM B2B OR FROM ANY THIRD PARTY, OR THAT YOU OBTAIN THROUGH THE CLOUD SERVICES, WILL CREATE ANY WARRANTY THAT IS NOT EXPRESSLY WRITTEN IN THIS AGREEMENT.
12. HIGH RISK USE. You may not use the Cloud Services for any application where a failure of those Cloud Services could result in death, serious injury, environmental damage or property damage. Examples of prohibited uses include medical life support devices, water treatment facilities, nuclear facilities, weapons systems, chemical facilities, mass transportation, aviation and flammable environments. You acknowledge that we make no assurances that the Cloud Services are suitable for any high-risk use.
13. IP ADDRESSES. Any public or private IP address allocated for you to use as a part of the Cloud Services will remain allocated to you until (i) your Cloud Services are terminated for any reason; or (ii) we decide to change any IP address, which we may do at any time and in our sole discretion by providing you with five (5) days' prior notice of the change in accordance with the notice provisions in Section 29 below. Upon termination of this Agreement, you may no longer use any IP addresses or address blocks that we provided for your use in connection with the Cloud Services.
14. EXPORT CONTROL. You shall comply with all applicable import, export and re-export control laws and regulations, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and the sanctions maintained by the Treasury Department's Office of Foreign Assets Control. You represent and warrant that the Services will not be accessed, downloaded, used, exported or re-exported, directly or indirectly, to any location, entity, government or person prohibited by the applicable laws or regulations of any jurisdiction, including the U.S., without prior authorization from all relevant government authorities.



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PRIVACY POLICY ADDENDUM

THIS ADDENDUM YOU SIGN AND THESE TERMS AND CONDITIONS IS PART OF THE A BINDING CONTRACT between Database Network Specialists d/b/a B2B Cloud Solutions (“B2B” or “we”) and you, or if applicable, it is between B2B and the company or other legal entity that you represent. Subject to the provisions expressed herein, B2B adheres to strict privacy guidelines. This addendum supersedes any provision of any other document the parties have signed that is contradictory herewith:

1. DEFINITIONS

·“Visitor” or “you” means any individual or entity who visits B2B’ Website, whether they are a customer or not.

·“Customer” means an individual who is a client of B2B.

·“Data Controller” means a party or entity that determines the purposes and means of processing of Personal Information. A company functions as a Data Controller when it decides how such data is to be used and uses it accordingly.

·“Data Processor” means a party or entity that processes Personal Information on behalf of a Data Controller. With respect to Personal Information, processing includes collecting, recording, organizing, storing, adapting or altering, retrieving, consulting, using, disclosing by transmission, dissemination or otherwise making available, aligning or combining, blocking, erasing or destroying the information.

·“Personal Information” means any information or set of information that identifies or could be used by or on behalf of B2B to identify an individual. Personal Information does not include information that is encoded or anonymized, or publicly available information that has not been combined with nonpublic Personal Information.

·“We”, “us” or “the company” refers to B2B.

·“Website” means B2B’ Website at www.b2bcloudsolutions.com.

2. THE INFORMATION WE COLLECT

A. PERSONAL INFORMATION

B2B collects Personal Information from Visitors and Customers via interactive tools and forms located on B2B’ Website. B2B’ interactive forms and tools include, but are not limited to, LivePerson Chat and Contact Us. B2B does not collect, store, or use any Personal Information without an individual’s prior consent. B2B only collects, stores, and uses Personal Information in accordance with this policy.

Personal Information that may be collected by B2B includes the following:

- individual names;
- company names;
- reasons for contacting B2B;
- information regarding Visitors, Customers, and their companies;
- addresses, phone numbers, facsimile numbers and email addresses;



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- product and service preferences;
- service orders and maintenance requests;
- billing and transaction information; and
- other information relevant to conducting business with B2B or becoming a customer of B2B.

Personal Information is not collected from individuals unless they consent to provide such information to B2B. However, if a Visitor arrives at B2B' Website via a search engine, referral tool or forum, certain Personal Information may be transmitted to B2B by a third party. B2B will use and store that information, if any is received, in accordance with this policy.

B. OTHER INFORMATION

B2B also collects standard information from Visitors using automated tools. These automated tools collect information such as a Visitor's browser type and language, Internet service provider, Internet protocol (IP) address, access dates and times, Web pages viewed, search information, and other similar statistics. The automated tools used by B2B to collect this information include, without limitation, Web beacons, cookies, embedded Web links and other commonly used information-gathering tools.

·A Web beacon is an invisible file located on a Web page that is used to track a visitor's navigation of a Website. The Web beacon may communicate with your computer to determine, among other things, whether you have been to a page on B2B' Website before or viewed a particular online advertisement.

·A cookie is a small data file saved on your computer by a Website that you visit. B2B uses cookies to identify return visitors to its Website. You can set your browser to warn you before accepting cookies, and you can choose to refuse cookies by turning them off in your browser. You do not need to enable cookies in your browser to visit B2B' Website.

·An embedded link is a link to a Web page that may be located in an email you receive from B2B. If you click on an embedded link, B2B may collect information about the interaction that follows, and this information could be connected to your identity. If you do not want B2B to collect information about the links you click, you can opt to receive text-based emails or you can choose not to click links in an email from B2B.

3. EXTERNAL LINKS

B2B' Website includes links to external Websites. Among other things, these links may lead you to white papers, reference articles, agency or authority Websites, press releases, customer Websites, and the Websites of B2B' preferred vendors. B2B does not transmit any Visitor information to these sites. B2B has no control or authority over the privacy policies of any third parties. Visitors should read the privacy policy of any externally linked websites for more information.

4. USING THE INFORMATION WE COLLECT

The information we collect is used to provide services and products to Customers, process payments, diagnose problems with a Customer's hosting environment, provide access to secure areas of this Website, personalize a Visitor's experience on this Website, configure marketing and outreach



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programs, compile anonymous statistics for the purpose of improving the Website, track the number of times advertisements and emails are viewed, correspond with potential new customers (subject to their consent), and update services on a periodic basis.

As a managed hosting, networking and security services provider, B2B occasionally provides log monitoring services to Customers. These services involve monitoring a Customer's data to ensure its integrity. This data is located in customer database and storage layers, and it may include Personal Information. B2B does not use or have control over this information, and B2B only stores logs that relate to its integrity but contain no Personal Information. B2B is not responsible for how Customers process or use data within their environments.

5. DISCLOSING THE INFORMATION WE COLLECT

Except as otherwise provided in this privacy statement, Personal Information is for internal use and will not be communicated to a third party. Notwithstanding the foregoing, B2B may disclose Personal Information under the following circumstances:

- B2B may transfer a Customer's Personal Information to unaffiliated entities who provide products and services that complement those provided by B2B. No Personal Information is disclosed to these entities without a Customer's prior consent. When data is transferred to such entities, it is handled in accordance with the Onward Transfer section below.

- If B2B, or substantially all of its assets are acquired, customer information will be one of the transferred assets.

- B2B will also release Personal Information when we believe its release is appropriate to comply with the law; to enforce or apply B2B's acceptable use policy and other agreements; or to protect the rights, property, or safety of B2B, our Customers, or others. This includes exchanging information with other companies and organizations for fraud protection and credit risk reduction.

If B2B otherwise desires to transfer information about you to third parties, you will first receive notice and the information will not be transferred without your prior consent.

6. ACCESS, INQUIRIES AND REVIEW

B2B will answer questions regarding the collection, storage and use of Personal Information that we collect from this Website. You may request that we correct, delete, or restrict the use of your information by contacting B2B in writing via email at info@b2bcloudsolutions.com, or via U.S. mail or nationally recognized courier (*i.e.*, FedEx or UPS) at:

Attn: Privacy Department
B2B Cloud Solutions
12485 SW 137 Ave
Suite 210
Miami, FL 33186

7. MINORS



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B2B does not knowingly collect information from or about children under 13 years of age.

8.SENSITIVE INFORMATION

B2B does not collect Personal Information that reveals race, ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, views or activities, that concerns health or sex life, information about social security benefits, or information on criminal or administrative proceedings and sanctions other than in the context of pending proceedings.

9.B2B AS A DATA PROCESSOR

B2B acts only as a Data Processor with respect to Personal Information that is collected, stored or used by its Customers. B2B' sole function is to provide the limited technical support needed to run Customers' systems on B2B' servers for the benefit of those Customers. In accordance with the provisions of Safe Harbor's *FAQ 10 – Article 17 contracts*, B2B has entered into a contract with each one of its customers that defines its obligations with respect to Personal Information. Under the terms of each contract, B2B is obligated to process the data only in accordance with instructions from each Customer and to provide an appropriate level of security for the data. Thus, B2B is not required to apply the safe harbor principles to this information because the Data Controller in the European Union remains responsible for it *vis-à-vis* each respective individual in accordance with the relevant EU provisions (which may be more stringent than the equivalent Safe Harbor principles).

Since B2B is a service provider acting as a Data Processor to its Customers (*i.e.*, by providing network, security and hardware infrastructure), this Privacy Policy does not cover Customer transactions or obligations within their networks. B2B does not have the authority to access or use the Personal Information in these systems. Customers are responsible for following all necessary legal, corporate and ethical guidelines within their environments and B2B cannot be held responsible for how clients use information received over their networks or transmitted over B2B' network.

10.B2B AS A DATA CONTROLLER

B2B only collects Personal Information from individuals in the European Union on an at-will basis. For Personal Information that B2B collects as a first party from subjects in the European Union, the company adheres to Safe Harbor principles (Notice, Choice, Onward Transfer, Security, Data Integrity, Access and Enforcement) as outlined in this Privacy Policy.

A.NOTICE

Where B2B collects Personal Information directly from individuals in the European Union, before collecting the information it will inform them about the purposes for such collection, the types of non-agent third parties to which B2B discloses that information, the choices and means, if any, B2B offers individuals for limiting the use and disclosure of their Personal Information, and how to contact B2B. Notice will be provided in clear and conspicuous language when individuals are first asked to provide Personal Information, or as soon thereafter as possible. In no event will B2B use or disclose such information for a purpose other than that for which it was originally collected.

B.CHOICE



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B2B collects Personal Information from Visitors who opt to provide the information to B2B on its Website, meaning that B2B does not collect Personal Information without first obtaining the individual's consent. B2B will not proceed to collect data without the express ("opt-in") consent of the individual. Moreover, B2B adheres to this Privacy Policy with respect to all such information.

C.ONWARD TRANSFER

B2B discloses Personal Information externally only as set forth in Section 5 above. B2B takes all possible steps to ensure that its agents and partners respect and follow both the Safe Harbor and company privacy policy when handling data from EU individuals. For example, B2B may have a contract obligating the agent or partner to provide at least the same level of protection as is required by the relevant Safe Harbor principles. B2B is not responsible for agent or partner handling of Personal Information from EU individuals.

D.ACCESS

B2B will answer questions regarding all Personal Information that we have collected. Upon request, B2B will grant an individual access to his or her Personal Information, or correct, amend, or delete that information where it is inaccurate, except where the burden or expense of providing access would be disproportionate to the risks to the individual's privacy in the case in question, or where the rights of persons other than the individual would be violated.

E.SECURITY

B2B takes comprehensive measures to ensure proper handling of EU individuals' data. These steps include employee training, periodic reviews, assessment and implementation of new (or applicable) technologies and purging of data, encryption, firewalls and restrictions on access. In addition, all personal data is located in data center facilities with enhanced security features. All data is safeguarded to established security standards. Due to the nature of the Internet, however, B2B cannot guarantee the security of personal data.

F.DATA INTEGRITY

We take reasonable measures to ensure that any Personal Information collected is relevant for the purposes for which it is to be used. B2B does not process Personal Information in a way that is incompatible with the purposes for which it has been collected or subsequently authorized by the individual. To the extent necessary for those purposes, steps to ensure that data is reliable for its intended use, accurate, complete, and current.

G.ENFORCEMENT

B2B reviews and updates this Privacy Policy periodically. We also perform periodic audits to ensure that our processes adhere to this policy. Individuals with complaints or inquiries should contact us via email at info@b2bcloudsolutions.com or at the physical address set forth above in section 5 of this Privacy Policy. If a query or investigation is opened, B2B will make all reasonable attempts to resolve the issue within the scope of this Privacy Policy.



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B2B will cooperate with European Data Protection Authorities, the U.S. Department of Commerce, the U.S. Federal Trade Commission, relevant state or provincial agencies, and law enforcement and judicial authorities in investigating any privacy complaints or suspected violations of privacy laws or B2B' Safe Harbor commitments, as well as in rectifying any noncompliant practices.

Employees or contractors who violate the terms of this Privacy Policy may be subject to disciplinary consequences up to and including termination of employment or termination or non-renewal of contract, in addition to any other legal measures that may be taken by B2B, its clients, or the affected individuals and their representatives.

11. LIMITATIONS

B2B is not responsible for how our Customers handle Personal Information. This policy is limited by applicable legal, regulatory, ethical, or public interest consideration, and as expressly permitted or required by any applicable law, rule, or regulation. In addition, B2B reserves the right to disclose Personal Information reasonably related to the sale or disposition of all or part of its business.

12. CHANGES

This Privacy Policy may be amended from time to time. All amendments will be consistent with the Safe Harbor principles. A notice will be posted on B2B' Website regarding any changes. You should check this Website frequently for changes to this Privacy Policy.

13. Government Regulations and Demands:

This Privacy Policy will not apply for situation where the United States Government demands to see data or information or there is a judicial subpoena for any information. This Privacy Policy will not apply to information that does not follow the acceptable use policy expressed in the Acceptable Use Addendum ("AUP"). Further, any use not in harmony with the AUP addendum will act to immediately release B2B from any obligation under the AUP.

ACCEPTABLE USE POLICY ADENDUM (AUP)

THIS ADDENDUM IS PART OF THE 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. This addendum supersedes any provision of any other document the parties have signed that is contradictory herewith:

1. General. This Acceptable Use Policy sets forth guidelines for the acceptable use of B2B network. All Subscribers to B2B services are required to comply with this policy.

2. Illegal Use. The B2B network may only be used for lawful purposes. Transmission, distribution or storage of any material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual



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property right used without proper authorization, and material that is libelous, defamatory, constitutes an illegal threat, violates export control laws or regulations or encourages conduct that would constitute a criminal offense or give rise to civil liability.

3. System and Network Security. Violations of system or network security are prohibited. Examples of system or network security violations include, without limitation:

- a. Unauthorized access to or use of data, systems or networks, including any attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures without express authorization of the owner of the system or network
- b. Unauthorized monitoring of data or traffic on any network or system without express authorization of the owner of the system or network
- c. Interference with service provided to any user, host or network including, without limitation, mail bombing, flooding, computer worms or viruses, deliberate attempts to overload a system and broadcast attacks and
- d. Forging of any tcp-ip packet header or any part of the header information.

4. Abuse. The following acts are considered to be abusive of the B2B network and are prohibited:

- a. Any conduct which violates the accepted norms and expectations of the Internet community at large including, without limitation, posting or distributing information or materials which are abusive or threatening. B2B reserves the right determine, in its sole discretion, whether any particular conduct violates such norms and expectations
- b. Resale of any B2B services or products unless expressly authorized in writing by B2B
- c. Falsifying Subscriber information in applications, contracts and other materials provided to B2B including fraudulent use of credit card numbers or "bill to" numbers
- d. Falsifying identity or contact information to circumvent this Acceptable Use Policy or otherwise
- e. Forging of message headers or a sender's identity, or taking any similar action with the intent of bypassing restrictions or limits on access to a specific service or site
- f. Creating, forwarding, posting or distributing chain messages of any type (also known as "pyramid" or "ponzi" schemes) and
- g. Attempting to circumvent or alter the processes or procedures to measure time, bandwidth utilization or other methods to document use of B2B services.

5. E-mail. B2B prohibits Subscribers from engaging the following e-mail related activities:

- a. Sending unsolicited bulk e-mail ("UBE", or "SPAM"). This includes but is not limited to the distribution of UBE for commercial, informational, advertising, political, or religious purposes
- b. Setting up "mail back" or "drop box" addresses in order to receive responses from UBE, either directly by the Subscriber or by a third party on behalf of the Subscriber and
- c. Engaging in any of the foregoing activities by using the service of another provider, but channeling such activities through a B2B account, remailer, or otherwise through a B2B service or using a B2B account as a mail drop for responses or otherwise using the services of another provider for the purpose of facilitating the foregoing activities if such use of another party's service could reasonably be expected to adversely affect a B2B service.
- d. Running a mail server with open relay, i.e. which allows the unchallenged forwarding of e-mail. B2B



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reserves the right to implement technical mechanisms which block UBE before it is forwarded or otherwise sent to its intended recipients.

e. Handling or distributing any information, pictures, videos or texts, prohibited by law.

6. Compromised Servers or Network Equipment. B2B prohibits the continued operation of servers that have been compromised by third parties or automated agents.

7. World Wide Web. B2B prohibits Subscribers from engaging in any of the following web-related activities:

a. Exploiting or attempting to exploit any scripts presented on a web page

b. Utilizing programs, scripts or commands to abuse a web site, e.g. by using bandwidth excessively and

c. Hosting a web page which acts maliciously against users that visit that page.

8. Indirect Violations. INDIRECT OR ATTEMPTED VIOLATIONS OF THE POLICY, AND ACTUAL OR ATTEMPTED VIOLATIONS BY A THIRD PARTY ON BEHALF OF A SUBSCRIBER OR A SUBSCRIBER'S END USER SHALL BE CONSIDERED VIOLATIONS OF THE POLICY BY SUCH SUBSCRIBER OR END USER.

9. Reporting. Subscribers to B2B services are required to immediately report to B2B (i) any event or issue which could compromise the stability, service or security of the B2B network and (ii) any known violation of this Acceptable Use Policy by the subscriber or a third party whether such violation is intentional or not.

10. Consequences of Non-Compliance. Violation of this Acceptable Use Policy is strictly prohibited. In the event of any actual or potential violation, B2B reserves the right to (i) suspend or terminate, either temporarily or permanently, any or all services provided by B2B to Subscriber, (ii) block and/or filter any abusive activity or (iii) take any other actions as deemed appropriate by B2B in its sole discretion. Nothing contained in this policy shall be construed to limit B2B actions or remedies in any way with respect to any violation of this Acceptable Use Policy. Subscribers who violate this Acceptable Use Policy may incur criminal or civil liability. B2B may refer violators to civil or criminal authorities for prosecution and will cooperate fully with applicable government authorities.

11. Changes to Policy. B2B reserves the right to modify this Acceptable Use Policy at any time without notice. A current version of the policy is posted on B2B web site at www.b2bcloudsolutions.com/aup . Nothing in these changes will limit normal use unless such limitation is imposed by law or regulation.

12. Complaints/Questions. Complaints or questions regarding this Acceptable Use Policy should be sent to info@b2bcloudsolutions.com.