

END USER CLOUD SUBSCRIPTION AGREEMENT

PLEASE READ THIS END USER CLOUD SUBSCRIPTION AGREEMENT ("AGREEMENT") CAREFULLY BEFORE INSTALLING, EXECUTING OR USING SIOS SOFTWARE. BY INSTALLING, EXECUTING OR USING SIOS SOFTWARE, YOU SIGNIFY ASSENT TO THIS AGREEMENT. IF YOU ARE ACTING ON BEHALF OF AN ENTITY, THEN YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF THAT ENTITY. IF YOU DO NOT ACCEPT THE TERMS OF THIS AGREEMENT, THEN YOU MUST NOT INSTALL, EXECUTE OR USE SIOS SOFTWARE AND/OR SERVICES.

This is an Agreement between SIOS Technology Corp. ("SIOS") and the individual or entity which purchased a subscription to SIOS Software from the Service Provider for use in the Instance ("You" or "you").

1. Background and Definitions.

1.1 Definitions.

"Instance" means a virtual or physical system provided by the Service Provider on which you install or execute all or a portion of the Software. "Portal" means the online portal (e.g. cloud, hosted platform, managed service provider offering) through which you purchase a subscription and/or receive access to Software. "Software" means the SIOS branded software, including all modifications, additions and further enhancements, in each case, which are delivered by SIOS and obtained directly or via Service Provider or another third party, and in binary code form. "Services" means access to Software maintenance in the form of fixes, updates, upgrades, modifications, when and if available provided by SIOS. "Service Provider" means the SIOS authorized third party from whose Portal you receive access to Software.

1.2 Agreement Background.

You have purchased the right to use SIOS Software from Service Provider for use in the Instance. This Agreement establishes the terms and conditions under which SIOS will provide Software and Services to you in connection with your use of the Software in the Instance, which are in addition to the terms contained in the agreement between you and the Service Provider.

SIOS is not responsible for (a) the actions of Service Provider, (b) any additional obligations, conditions or warranties provided by Service Provider or (c) any products and/or services that Service Provider provides to you under agreements between you and Service Provider.

For clarification purposes, this Agreement does not apply to Software subscriptions or licenses purchased from SIOS directly for use outside the Instance.

2. Terms of Service

2.1 Software Access.

For each Instance of Software purchased from Services Provider for use in the Instance, you will receive access to the Software during the applicable subscription period. The Software is provided only within the Portal and only for your own benefit and internal use. You will need a subscription for each Instance and each Instance may only be accessed by you as the subscribing end user and not by a third party.

2.2 Services Access.

During the applicable subscription period for each Instance of Software purchased from Services Provider for use in the Instance you will be eligible to receive Services to be provided by SIOS. You will need to register via the portal to receive Services, and you will need to download available fixes, updates, upgrades, modifications directly from SIOS (tm) website. Services to be provided by SIOS shall be subject to the SIOS Technical Support Agreement (the "TSA"). The TSA may be amended by SIOS at any time. You may not use or access the Services to support or maintain instances of SIOS or non-SIOS software other than Software Instances obtained from and for which you have paid Services Provider.

2.3 Restrictions.

Distributing or allowing access to the Software and Services (or any portion) to a third party outside the Portal or using the Software and/or Services to support a third party without paying for each Instance is a material breach of this Agreement. No right, express or implied, is granted under this Agreement to use any SIOS or affiliate trade name, service mark, or trademark.

3. Term, Reporting and Inspection.

The Agreement begins on the date that you accept this Agreement or the date you first obtain the ability to access the Software in the Portal, whichever is earlier, and continues for the period of time you have the ability to access the Software in the Portal (i.e. your subscription period). Upon the expiration of the applicable subscription period or your violation of this Agreement, your right to use or access the Software and Services shall automatically terminate. During the term of this Agreement and for one (1) year thereafter, SIOS or its designated agent may inspect and review your facilities and records in order to verify your compliance with this Agreement. SIOS will give you written notice of any non-compliance, and you will have fifteen (15) days from the date of such notice to make payment to SIOS for any amounts owed.

4. LIMITATIONS OF LIABILITY AND DISCLAIMER OF DAMAGES

4.1 LIMITATIONS OF LIABILITY.

FOR ALL EVENTS AND CIRCUMSTANCES, SIOS (tm) AND ITS AFFILIATES (tm)

AGGREGATE AND CUMULATIVE LIABILITY ARISING OUT OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ON ACCOUNT OF PERFORMANCE OR NON-PERFORMANCE, REGARDLESS OF THE FORM OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE), STATUTE OR OTHERWISE WILL BE LIMITED TO DIRECT DAMAGES AND WILL NOT EXCEED THE AMOUNT THAT YOU PAID TO SERVICE PROVIDER ATTRIBUTABLE TO THE SIOS SOFTWARE AND SERVICES PROVIDED UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO LIABILITY UNDER THIS AGREEMENT, LESS THE AMOUNT RECOVERABLE BY YOU FROM SERVICE PROVIDER RELATING TO SUCH LIABILITY.

4.2 DISCLAIMER OF DAMAGES.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL SIOS OR ITS AFFILIATES BE LIABLE TO YOU OR YOUR AFFILIATES FOR: ANY CLAIM BASED UPON A THIRD PARTY CLAIM; ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, WHETHER ARISING IN TORT, CONTRACT, OR OTHERWISE; OR FOR ANY DAMAGES ARISING OUT OF OR IN CONNECTION WITH ANY MALFUNCTIONS, DELAYS, LOSS OF DATA, LOST PROFITS, LOST SAVINGS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, EVEN IF SIOS OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. REPRESENTATIONS AND WARRANTIES.

SIOS REPRESENTS AND WARRANTS THAT, TO ITS KNOWLEDGE, THE SOFTWARE DOES NOT INTENTIONALLY INCLUDE MALICIOUS OR HIDDEN MECHANISMS OR CODE FOR THE PURPOSE OF DAMAGING OR CORRUPTING THE SOFTWARE.

EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 5, THE SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. SIOS DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SERVICES OR SOFTWARE WILL BE UNINTERRUPTED, COMPLY WITH REGULATORY REQUIREMENTS, BE ERROR FREE, THAT SIOS WILL CORRECT ALL SOFTWARE ERRORS OR THAT INFORMATION STORED WHEN USING THE SERVICES ON THE PORTAL WILL BE SECURE.

SIOS SERVICES MAY BE SUBJECT TO DELAYS, OR OTHER LIMITATIONS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS; SIOS IS NOT RESPONSIBLE FOR SUCH DELAYS, DELIVERY FAILURES OR OTHER DAMAGE

RESULTING FROM SUCH PROBLEMS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY SIOS, ITS AFFILIATES, DEALERS, DISTRIBUTORS, AGENTS, SERVICE PROVIDER OR EMPLOYEES WILL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF ANY WARRANTY PROVIDED HEREIN. SIOS DOES NOT GUARANTEE OR WARRANT THAT THE USE OF THE SOFTWARE OR SERVICES WILL BE UNINTERRUPTED OR ERROR FREE.

6. Governing Law/Consent to Jurisdiction.

The validity, interpretation and enforcement of this Agreement will be governed by and construed in accordance with the laws of the State of California without giving effect to the conflicts of laws provisions thereof or the United Nations Convention on Contracts for the International Sale of Goods. All disputes arising out of or relating to this Agreement will be submitted to the exclusive jurisdiction of the state or federal courts of competent jurisdiction located in San Mateo, California, USA and each party irrevocably consents to such personal jurisdiction and waives all objections to this venue. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar federal or state laws or regulations are enacted, it will not apply to this Agreement, and the governing law will remain as if such law or regulation had not been enacted.

7. Data Restrictions.

You may not use the Software to process or store information, data or technology governed by the International Traffic in Arms Regulations.

8. Miscellaneous.

8.1 Notices.

Notices must be in English, in writing, and will be deemed given when delivered by hand or five (5) days after being sent to the addresses or facsimile numbers set forth below, using a method that provides for positive confirmation of delivery; provided that any notice from you to SIOS includes a copy sent to: SIOS Technology Corp. Attention: Legal, 155 Bovet Rd #476, San Mateo, CA 94402. Email: finance@sios.com.

8.2 Assignment.

This Agreement is binding on the parties to this Agreement and nothing in this Agreement confers upon any other person any right, of any nature, save for the parties (tm) affiliates. SIOS may assign this Agreement to its affiliates or subsidiaries or pursuant to a merger or a sale of all or substantially all its assets or stock.

8.3 Force Majeure.

Except with respect to the payment of fees under this Agreement, neither party will be liable for

nonperformance or delays caused by acts of God, wars, riots, strikes, fires, floods, earthquakes, government restrictions, terrorist acts or other causes beyond its reasonable control.

8.4 Export Responsibilities.

SIOS may supply you with technical data that may be subject to export control restrictions. SIOS will not be responsible for compliance by you with applicable export obligations or requirements for such technical data. You agree to comply with all applicable export control restrictions.

8.5 Dispute Resolution.

No claim or action, regardless of form, arising out of this Agreement may be brought by either party more than one (1) year after the cause of action has accrued.

8.6 Severability.

If any provision of this Agreement is held invalid or unenforceable for any reason but would be valid and enforceable if appropriately modified, then such provision will apply with the modification necessary to make it valid and enforceable. If such provision cannot be so modified, the parties agree that such invalidity will not affect the validity of the remaining provisions of the Agreement; provided, however, that if Section 4 cannot be modified to be valid and enforceable, this Agreement will be deemed invalid in its entirety.

8.7 Waiver.

No waiver will be valid unless in writing signed by an authorized representative of the party against whom such waiver is sought.

8.8 Complete Agreement.

This Agreement represents the complete agreement between the parties with respect to subject matter hereof and all other agreements with respect to the subject matter hereof are merged therein.

8.9 Amendment.

This Agreement may not be amended, supplemented or modified except by a written instrument signed by the parties hereto, which instrument makes specific reference to this Agreement.

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