

CLOUDEVOLVE CUSTOMER AGREEMENT

INTRODUCTION

This Cloudevolve Customer Agreement (this “Agreement”) contains the terms and conditions that govern your access to and use of the Platform (as defined below) and is an Agreement between Cloudevolve Inc., with an office located at 16192, Coastal Highway, Lewes, Delaware, 19958-3608, United States (also referred to as “Cloudevolve,” “we,” “us,” or “our”) and you or the entity you represent (“Customer”, “you” or “your”). Cloudevolve is an authorized partner of AWS with partner ID – 2031063.

Capitalized terms have the definitions set forth herein or in the applicable AWS Agreement(s) available at <https://aws.amazon.com/agreement/>. Cloudevolve and Customer are referred to in this Agreement collectively as the “Parties” and individually as a “Party.”

Cloudevolve may update this Agreement from time to time. Any material changes will be reflected on the Site or communicated to you via email within a reasonable timeframe before they take effect. Your continued use of the Platform after such changes constitutes acceptance of the updated Agreement.

When you access, connect to, or use our services, you confirm that you’ve read and understood terms of this Agreement, as well as our Privacy Policy (Together, these documents constitute the “Terms”). By proceeding, you agree to follow these Terms and all relevant laws and regulations. These Terms represent a legally binding agreement between you and Cloudevolve.

You represent to us that you are lawfully able to enter contracts or an authorized representative of the company. If you are entering into this Agreement for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

This Agreement takes effect when you click an “I Accept” button on our Platform (the “Effective Date”).

Agreement Version Date: 1st August 2025

1. Definitions.

1.1. **Affiliate** means any entity that directly or indirectly controls, is controlled by or is under common control with that Party.

1.2. **Authorized User** means Customer’s employees, consultants, contractors, and/or agents who are registered on the Platform by Customer and authorized by Customer to access and use the Platform.

1.2.a **Authorized Partner**: shall mean an entity that has been officially recognized and authorized by Amazon Web Services (AWS) to promote, resell, integrate, support, or manage AWS cloud products and services. The Authorized Partner acts as an intermediary between AWS and the end-user, facilitating access to AWS offerings, providing technical support, managing usage, and ensuring compliance with AWS terms and policies.

1.3. **AWS** means Amazon Web Services, Inc. and its Affiliates providing AWS Services.

1.4. **AWS Account(s)** means Customer’s AWS account(s) for AWS Services.

1.5. **AWS Agreement(s)** means all agreements and guidelines that govern Customer’s relationships and AWS Account(s) with AWS.

1.6. **AWS Services** means each of the services made available by AWS or its Affiliates for which Customer may register via the AWS Site (or by such other means made available by AWS), without limitation, those web services available at the AWS Site and/or described in the Service Terms at the following URL: <https://aws.amazon.com/service-terms/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time

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1.7. Reserved Instances means a form of AWS discount obtained in exchange for either a one or three-year commitment to a specific instance type and region.

1.8. Savings Plans means a form of AWS discount obtained in exchange for either a one or three-year commitment across a category of instances like compute.

1.9. AWS Site means <https://aws.amazon.com/> (and any successor or related locations designated by AWS), as may be updated by AWS from time to time.

1.10. Customer Account or Customer's Account means Customer's account on the Cloudevolve Platform.

1.11. Customer Data means any Customer AWS Services performance, operation and usage data, that is aggregated and de-identified, including, without limitation, CPU utilization, instance metadata tags, reservation information, and information relating to Customer's compute savings plans that the Platform generates or collects.

1.12. Confidential Information means any information that is disclosed or made available by a Party (the "Disclosing Party") to the other Party (the "Receiving Party") in connection with this Agreement, whether before or after the Effective Date, that is either designated as confidential or proprietary, or that the Receiving Party should reasonably understand to be non-public, confidential, proprietary or sensitive information given its nature and the circumstances of its disclosure, but does not include any particular information of the Disclosing Party that the Receiving Party can demonstrate: after disclosure to the Receiving Party, was received from a third party who, to the Receiving Party's knowledge, had a lawful right to disclose such information to the Receiving Party and does so without imposing on Receiving Party any obligation to restrict its further use or disclosure; or

1.12.1. was in the possession of, or was rightfully known by, the Receiving Party without an obligation to maintain its confidentiality prior to receipt from the Disclosing Party.

1.12.2. was independently developed by the Receiving Party without use of or reference to any of the Disclosing Party's Confidential information.

1.12.3. was or has become generally available to the public other than because of a breach of this Agreement by the Receiving Party, persons under its control, or its agents.

1.13. Indirect Taxes means applicable taxes and duties, including, without limitation, VAT, service tax, excise taxes, sales and transactions taxes, and gross receipts tax.

1.14. Intellectual Property Rights means any ideas, whether patentable, inventions, discoveries, processes, works of authorship, marks, names, know-how and any and all rights throughout the world, whether existing under statute, common law or equity, now or hereinafter recognized, comprising or relating to:

1.14.1. authorship rights, copyrights and copyrightable works (including computer programs) and rights in source code, data, and databases.

1.14.2. patents, patent disclosures, designs, and inventions (whether patentable or not);

1.14.3. trade secrets, know-how, and other confidential information; and

1.14.4. trademarks, service marks, trade dress, trade names, logos, corporate names and domain names, together with all the goodwill associated therewith.

1.14.5. all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection provided by applicable law in any jurisdiction throughout the world.

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1.15. Platform means the online software as a service platform, including the Cloudevolve content, which optimizes the costs for AWS Services through flexible pricing models available for Reserved Instances and Savings Plans, and via consolidated billing across its customer base which may provide additional volume tier price discounts and enterprise discount programs.

1.16. Privacy Policy means the privacy policy located at <https://cloudevolve.com/privacy-policy> (and any successor or related locations designated by us), as may be updated by us from time to time.

1.17. Cloudevolve Analytical Data means the collection of Cloudevolve customers' Customer Data, and all extensions, modifications, and expansions thereof.

1.18. Cloudevolve Content means Cloudevolve Analytical Data, application program interfaces, WSDLs, sample code, software, software libraries, software images, command line tools, data, text, audio, video, or images, proofs of concept, templates, advice, information, programs (including credit and discount programs) and any other works of authorship made available by us and our Affiliates and our licensors related to use of the Platform and other related technology.

1.19. Cloudevolve Invoices means Cloudevolve's invoices for Customer's AWS Services that are assessed by AWS but billed to Customer and collected by Cloudevolve.

1.20. Suggestions means all suggested improvements to the Platform that you provide to us.

1.21. Term means the duration of this Agreement described in the term and termination Section 6.

1.22. Error means a reproducible failure of the Cloudevolve Platform to substantially conform to the Documentation.

1.23. Error Corrections means bug fixes or workarounds intended to correct Errors in the Cloudevolve Platform.

1.24. Cloudevolve means Cloudevolve Inc. and its Affiliates.

2. Platform Access and Use

2.1 Registration.

2.1.1 To access the Platform, the Customer must register and authorize users (which shall become Authorized Users) as provided - <https://app.cloudevolve.com/auth/sign-up/default>. When registering for an account, Customer and its Authorized Users will be required to provide Cloudevolve with certain registration information, including, without limitation, the Customer's name, email address, account password, billing information and banking information. Such information is collected, stored and protected as described in our Privacy Policy.

2.1.2 Customer represents and warrants that the registration information provided to Cloudevolve is accurate, complete, and not misleading, and that Customer covenants that it will keep such information accurate and up to date at all times. Each account created by Customer may not be transferred, sold or otherwise assigned to or shared with any other individual or entity. Customer is solely responsible for maintaining the confidentiality of its account and password and those of its Authorized Users, and Customer accepts responsibility for all activities that occur under its and of its Authorized Users. Customers will immediately notify Cloudevolve upon becoming aware, or having a reasonable basis to believe, that it's or its Authorized Users' accounts are no longer secure at info@cloudevolve.com.

2.2 Authorizations. Customer hereby authorizes Cloudevolve throughout the Term to take the following actions on behalf of Customer on AWS account(s), through the AWS roles:

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2.2.1 The roles as described at redirect link - <https://docs.cloudevolve.com/docs/intro> to “read only” access in documentation.

2.2.2 Purchasing or selling the following on behalf of Customer for the duration of up to thirty-six (36) months:

2.2.2.1 Reserved Instances and/or Savings Plans.

2.2.2.2 Committed Use Discounts and/or Sustained Use Discounts.

2.2.3 Such other actions to optimize Customer's use of the AWS Services.

2.3 Cloudevolve Purchases. Customer is financially responsible for all purchases by Cloudevolve on the Platform of Reserved Instances and/or Savings Plans for Customer in accordance with the terms and conditions of this Agreement and shall remain financially responsible to AWS for such purchases after this Agreement terminates as per Section 6.

2.4 Customer Purchases. Cloudevolve is not financially responsible for Customer's purchases of Reserved Instances and/or Savings Plans in accordance with the terms and conditions of this Agreement, and such purchases shall be financial responsibility of Customer. Once on the Platform, Customer is restricted to direct purchasing of Reserved Instances or Savings Plans.

2.5 Support. Cloudevolve will provide Customer with free advisory and support for the billing optimization of Customer's AWS services using directly Cloudevolve Support (Chatbot + Email - support@cloudevolve.com)

2.5.1. provide support for the use of the Cloudevolve Platform to Customer, and

2.5.2. keep the Cloudevolve Platform operational and available to Customer, in each case in accordance with its standard policies and procedures.

2.6 Authorized Users. Customer is responsible for all use or misuse of the Platform by its Authorized Users, and a breach by any such Authorized User of any Terms of this Agreement shall be deemed a breach by Customer. Cloudevolve reserves the right to immediately suspend Customer and any or all Authorized Users' access to the Platform if Cloudevolve believes, in its sole discretion, that an Authorized User has misused the Platform or conducted any activity as mentioned in Section 3.3. If your access is suspended, we'll notify you via registered email. Customer shall notify Cloudevolve if Customer wishes to add Authorized Users; Cloudevolve may accept or deny such a request in its sole discretion.

2.7 Notice of Changes to the Platform. Cloudevolve may change or discontinue any of the Platform services from time to time. We will provide you at least fifteen (15) days' prior notice before changing or discontinuing a functionality of a Platform, however, we may provide a short notice period if AWS changes its application programming interface, if AWS is Cloudevolve's authorized OEM materially changes their business relationship with Cloudevolve, if AWS changes the terms of an existing program of which Cloudevolve or Customer is an active party, or AWS materially changes their pricing and discount models.

3. Intellectual Property Rights and Licenses.

3.1 Cloudevolve's Intellectual Property Rights in the Platform. Except for the limited license expressly granted to Customer herein, Cloudevolve is the sole and exclusive owner and reserves all right, title and interest, including but not limited to all Intellectual Property Rights, in and to Platform.

3.2 Cloudevolve License to Customer. Provided Customer timely pays the Cloudevolve Invoices, Cloudevolve hereby grants to Customer, and its Affiliates and their respective Authorized Users the limited non-exclusive, non-transferable, license during the Term to access and display the

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Platform and Customer shall reproduce, perform, access and use the Platform subject to the restrictions in Section 3.3 below:

3.3 Restrictions. Customer and each Authorized User shall not itself, or through any parent, subsidiary, Affiliate, agent or other third party:

3.3.1 transfer, distribute, sell, lease, license or sublicense access to the Platform;

3.3.2 attempt to decompile, disassemble, or reverse engineer the Platform, in whole or in part;

3.3.3 allow access to the Platform by any person other than an Authorized User;

3.3.4 write or develop any derivative software or any other software program based upon the Platform any Cloudevolve Confidential Information;

3.3.5 use the Platform to provide processing services to third parties, or otherwise use the Platform on a 'service bureau' or sharing basis;

3.3.6 provide, disclose, divulge or make available to, or permit use of the Platform by any third party.

3.3.7 use the Platform for illegal activities;

3.3.8 attempt to gain unauthorized access; or

3.3.9 upload harmful content or violate AWS's and Cloudevolve's terms.

3.4 Customer License of Customer Data to Cloudevolve. Customer owns all Intellectual Property Rights in Customer Data. Customer hereby grants to Cloudevolve a perpetual, worldwide, non-exclusive, fully paid up, royalty-free, fully transferrable and sublicensable, irrevocable right and license to access, use, reproduce, perform, and display the Customer Data, and to create derivative works based on thereon for the use and operation of the Platform, for development, diagnostic and corrective purposes in connection with the Platform, including but not limited to, performing or utilizing statistical analysis, creating models, utilizing machine learning, neural networks, artificial intelligence and any other techniques now known or hereafter developed as solely determined by Cloudevolve.

3.5 Cloudevolve Analytical Data. Cloudevolve solely and exclusively owns all Intellectual Property Rights in the Cloudevolve Analytical Data.

3.6 Suggestions. If Customer provides Cloudevolve any Suggestions, Customer waives all Intellectual Property Rights to such Suggestions and Cloudevolve shall be entitled to use and if applicable, seek protection of the Intellectual Property Rights in such Suggestions and Customer shall provide Cloudevolve any reasonable assistance Cloudevolve requires to document, assign, perfect, and prosecute Intellectual Property Rights therein.

3.7 Customer Infrastructure & Environment. Customer acknowledges that Customer does not provide Cloudevolve with permission to modify Customer's AWS infrastructure and environment except for the buying of savings commitments, nor will Cloudevolve access Customer's client's data. Customer shall at all times be solely responsible for the use, operation, maintenance, security, collection, import, and export of any and all Customer operations, compute, data and information on Customer's AWS Services.

3.8 Our Platform may incorporate third-party software, files, components, or services, subject to their respective license or usage terms ("Third-Party Components"). Cloudevolve disclaims all liability for Third-Party Components, including data breaches, performance issues, or service interruptions caused by third parties. You must comply with applicable third-party terms and use Third-Party Components at your own risk.

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4. Customer Payment Obligations.

4.1 Throughout the Term, Customer remains fully responsible for all fees, charges, taxes and other expenses billed by AWS, including all purchases of Reserved Instances or Savings Plans purchased by Customer as provided in Section 2, however, Cloudevolve as an AWS Authorized through Cloudevolve's agreement, shall invoice Customer with Cloudevolve Invoices, and Customer shall timely pay Cloudevolve for the Cloudevolve Invoices, as specified in Section 4.6.

4.2 As an Authorized Partner of AWS, AWS or its authorized distributor is paid by Cloudevolve, not Customer. Cloudevolve's invoices to Customer are solely for the AWS Services fees, charges and expenses charged to the Customer's AWS Account(s).

4.3 The AWS Services consumed by Customer will be billed by Cloudevolve at the standard price list published at the following URL: <https://aws.amazon.com/pricing> for AWS Services. Each month in arrears AWS Services calculates the fees, charges, taxes and other expenses for Customer's use of the AWS Services, of which those fees will be net of any savings, discounts, etc. ,as a result of your using the Platform.

4.4 Taxes. Customer is responsible, as required under applicable law, for paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Customer's AWS Agreement(s) and this Agreement. All fees payable by you are exclusive of Indirect Taxes, except where applicable law requires otherwise. AWS may charge, and Customer shall pay applicable Indirect Taxes that Cloudevolve is legally obligated or authorized to collect from Customer. Customer shall provide such information to us as reasonably required to determine whether AWS or Cloudevolve are obligated to collect Indirect Taxes from Customer. Cloudevolve shall not collect, and Customer will not pay, any Indirect Tax for which Customer furnishes Cloudevolve and AWS a properly completed exemption certificate and/or a direct payment permit certificate for which AWS, or Cloudevolve can claim an available exemption from such Indirect Tax. All payments made by Customer to Cloudevolve under this Agreement will be made free and clear of any deduction or withholding, as required by law. If any such deduction or withholding (including cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by Cloudevolve is equal to the amount then due and payable. AWS will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments.

4.5 Customer may choose to authorize Cloudevolve to debit Customer's designated bank account, as specified by it on the Platform, for each Cloudevolve Invoice. Cloudevolve will debit the Customer for the applicable Cloudevolve Invoice on the Fifth (5th) day after the date of the Cloudevolve Invoice. If a debit fails, Cloudevolve will notify you via email and attempt a second debit within two (2) days. You must resolve payment issues promptly to avoid late fees.

4.6 If Customer does not authorize Cloudevolve to debit its bank account, Customer must pay Cloudevolve via ACH transfer, either of which must be received by Cloudevolve by the Seventh (7th) day after the invoice. Any payment of a Cloudevolve Invoice not received after the Seventh (7th) day after the invoice will be deemed delinquent and discounts will be void for that month and the charges will be added to the subsequent month and charged one and one half a percent (1.5%) of the Cloudevolve Invoice amount as a late fee, and such charge will repeat each month thereafter, compounding the prior months' interest fees.

In the event the Customer identifies any discrepancy, error, or dispute in relation to an invoice raised by Cloudevolve, the Customer shall notify Cloudevolve in writing via email at

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accounts@cloudevolve.work of such dispute within three (3) days from the date of receipt of the invoice, providing reasonable details of the nature of the dispute. Upon receipt of such notice, both Parties shall make reasonable efforts to resolve the dispute amicably within seven (7) days from the date of such notification.

4.7 Cloudevolve shall pay AWS as per the payment terms.

4.8 In case of non-payment (over 15 days of accrued balance), Cloudevolve without further notice will suspend Customer's AWS account. Cloudevolve may also transfer Customer's account to a third-party collection agency, solely at Cloudevolve's discretion. Please note that a third-party collections agency may impose additional charges. Failure to pay may also result in Cloudevolve pursuing Customer legally to recover the value owed, and thus Customer shall be responsible for all legal fees and expenses.

4.9 As provided in your Customer Agreement, AWS may bill you more frequently for fees accrued if AWS or Cloudevolve suspects that your account is at risk of non-payment, in which case Cloudevolve shall provide Customer with the Cloudevolve Invoice with the frequency selected by AWS.

4.10 All amounts payable by you under the AWS Agreement(s), and this Agreement will be paid to Cloudevolve without setoff or counterclaim, and without any deduction or withholding. Fees, charges and taxes will be effective when we post updated fees and charges on the Platform, unless we expressly state otherwise in a notice.

4.11 AWS may increase or add new fees, charges, discounts and savings plans, as provided in the AWS Agreement(s)

4.12 If Customer does not authorize Cloudevolve to debit its bank account, Customer is responsible for notifying Cloudevolve via an email to accounts@cloudevolve.work that payment has been made upon making payment as per 4.6. Cloudevolve is not liable for any delays, and any consequences thereof, in registering a Cloudevolve Invoice as paid if Customer has not notified Cloudevolve via an email to accounts@cloudevolve.work.

5. Credits

5.1 Discounts will be void in case a Customer applies AWS credits for the month credits have been applied.

6. Term and Termination

6.1 Term. This Agreement will take effect on the Effective Date and will remain in force and effect until the earlier of: (a) termination by either Party in accordance with this Section 6, or (b) expiry of the Customer's applicable subscription plan (the "Term")

6.2 Termination by the Customer

This Agreement shall not be subject to early termination by either Party during the agreed minimum commitment period (which may be one (1), two (2), or three (3) years), as agreed between the Parties in writing. Upon completion of the commitment period, this Agreement shall automatically continue on a rolling basis unless terminated by either Party by providing at least thirty (30) days' prior written notice.

Notwithstanding the foregoing, the Customer may terminate this Agreement with immediate effect by providing written notice to support@cloudevolve.com in the event that: (a) Cloudevolve materially breaches any provision of this Agreement and fails to cure such breach within thirty (30) days of receiving written notice from the Customer describing the breach; or

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(b) Cloudevolve fails to make the Platform and/or Services available for a continuous period of thirty (30) days.

6.3 Termination by Cloudevolve.

Cloudevolve may, by written notice to Customer, terminate this Agreement if any of the following events ("Termination Events") occur:

6.3.1 Customer fails to pay any amount due to Cloudevolve within fifteen (15) days after Cloudevolve gives Customer written notice of such nonpayment; or

6.3.2 Customer or any of its Authorized Users are in material breach of any terms of this Agreement, which breach, if capable of being cured, is not cured within thirty (30) days after Cloudevolve gives Customer written notice of such breach; or

6.3.3 Customer terminates or suspends its business, becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.

6.4 Effect of Termination

Upon termination or any Termination Event, termination will become effective immediately or on the date set forth in the written notice of termination. Termination of this Agreement will not affect or terminate the provisions regarding the Party's treatment of Confidential Information, Customer's obligations relating to the payment of amounts due, Customer's continuing obligation to pay Cloudevolve or AWS for purchased saving commitments, or provisions limiting or disclaiming Cloudevolve's liability.

7. Warranties and Disclaimers.

7.1 Mutual Warranties. Cloudevolve and Customer each represents and warrants to the other that it has full power and authority to enter into and perform this Agreement, the execution, delivery and performance of this Agreement has been duly authorized, and its performance hereunder does not breach any other agreement to which it is bound.

7.2 Additional Customer Representations and Warranties. Customer represents and warrants that:

7.2.1 Customer always has been and shall continue throughout the Term to be in full compliance with the AWS Agreement(s);

7.2.2 Customer has all rights, licenses, permits, qualifications and consents necessary to perform its obligations in this Agreement

7.2.3 the Reserved Instance and/or Savings Plans, or other commitments are free and clear of all liens, security interests, or other encumbrances; and

7.2.4 Customer has not taken any action or entered into any agreement for Customer to, or requiring Cloudevolve to, assign, transfer, license, or grant to any other person or entity the right to use the Reserved Instance and/or Savings Plan or that otherwise encumbers the Reserved Instance and/or Savings Plan or other savings vehicle.

8. Cloudevolve Disclaimer. The platform is provided "as is." except to the extent prohibited by law, or to the extent any statutory rights apply that cannot be excluded, limited or waived,

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cloudevolve and our affiliates and licensors (a) make no representations or warranties of any kind, whether express, implied, statutory or otherwise regarding the platform, and (b) disclaim all warranties, including any implied or express warranties (i) of merchantability, satisfactory quality, fitness for a particular purpose, non-infringement, or quiet enjoyment, (ii) arising out of any course of dealing or usage of trade, (iii) that the platform will be uninterrupted, error free or free of harmful components, and (iv) that platform will be secure or not otherwise lost or altered.

9. Limitations of Liability.

9.1 Except to the extent prohibited by law, Cloudevolve and its Affiliates or licensors will not be liable to Customer under any cause of action or theory of liability, even if Cloudevolve or its Affiliates or licensors has been advised of the possibility of such damages, for (a) direct, indirect, incidental, special, consequential or exemplary damages, (b) the value of this agreement or anticipated savings (c) loss of profits, revenues, discounts, customers, opportunities, or goodwill, (d) unavailability of the platform or AWS services, or (e) investments, expenditures, or commitments by Customer related to this agreement. Further, neither Cloudevolve nor any of our Affiliates or licensors will be responsible for any compensation, reimbursement, or damages arising in connection with: (a) your inability to use the platform, or the AWSs services including as a result of any (i) termination or suspension of this agreement or your use of or access to the platform (ii) our discontinuation of any or all of the platform, or, (iii) without limiting any obligations under the agreement, any unanticipated or unscheduled downtime of all or a portion of the platform for any reason; (b) the cost of procurement of substitute goods or services; (c) any investments, expenditures, or commitments by you in connection with this agreement or your use of or access to the platform; or (d) any unauthorized access to, alteration of, or the deletion, destruction, damage, loss or failure to store any of your content or other data. In any case, Cloudevolve's and our Affiliates' and licensors' aggregate liability under this agreement will not exceed the value of the amount AWS paid Cloudevolve for the services Cloudevolve rendered to Customer for the one (1) month before the claim or liability arose. The limitations in this Section apply only to the maximum extent permitted by applicable law.

10. Indemnification.

10.1 Indemnity by Customer. Customer will defend, indemnify, and hold harmless Cloudevolve, its Affiliates, and licensors, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any third-party claim concerning:

10.1.1 Customer's use of the Services.

10.1.2 a breach by Customer of this Agreement.

10.1.3 a breach by Customer of any agreement it has with any AWS.

10.1.4 a violation by Customer of any applicable law.

10.1.5 the infringement or misappropriation of any third-party intellectual property rights

10.1.6 taxes, fees, interest, or penalties imposed on Cloudevolve because of Customer's use of the AWS Services or the Platform; or

10.1.7 the gross negligence or wilful misconduct of Customer or any of its Authorized Users.

10.2 Indemnity by Cloudevolve. Cloudevolve shall, at its expense, defend indemnify and hold harmless Customer and its Affiliates and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to any third-party claim concerning the Platform, or any component thereof infringes any copyright or trade secret of any third party. Cloudevolve will have the exclusive right to defend any such claim, action or allegation and make

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settlements thereof at its own discretion, and Customer may not settle or compromise such claim, action or allegation, except with prior written consent of Cloudevolve. In the event any such infringement, claim, action or allegation is brought or threatened, Cloudevolve may, at its sole option and expense:

10.2.1 procure for Customer the right to continue use of the Platform or infringing part thereof; or

10.2.2 modify or amend the Platform or infringing part thereof or replace the Platform or infringing part thereof with other software having substantially the same or better capabilities.

10.3 Exclusions. Cloudevolve shall have no liability hereunder if the actual or alleged infringement results from

10.3.1 Customer's or its Authorized Users' breach of this Agreement,

10.3.2 any modification, alteration or addition made to the Platform or any use thereof, including any combination of the Platform with software or other materials not provided by Cloudevolve,

10.3.3 Customer's or its Authorized Users' failure to use any corrections or modifications made available by Cloudevolve that would not result in any material loss of functionality,

10.3.4 use of the Platform in a manner or in connection with a product or data not contemplated by this Agreement, or

10.3.5 any settlements entered by Customer or costs incurred by Customer for such claim that are not pre-approved by Cloudevolve in writing.

10.4 **Limitation.** This section states the sole and exclusive obligation of cloudevolve and the sole and exclusive remedy for customer with respect to infringement of any patent, copyright, trade secret or other proprietary right.

10.5 **Procedures.** Any claim subject to indemnification under this Section will be subject to the following provisions:

10.5.1 the indemnifying Party will be given prompt written notice of the claim by the indemnified Party, provided that any delay in providing notice will not relieve the indemnifying Party of its indemnity obligations under this Agreement unless, and only to the extent, the indemnifying Party was prejudiced by the delay.

10.5.2 the indemnifying Party will have the right to control the defence and all negotiations relative to the settlement of any such claim, provided that no settlement admitting liability on the part of the indemnified Party may be made without the express written consent of the indemnified Party; and

10.5.3 the indemnified Party will reasonably cooperate with the indemnifying Party and its counsel at the indemnifying Party's cost and expenses.

11. Confidentiality

11.1 **Confidential Treatment.** Each Party agrees that all Confidential Information obtained by such Party, its Affiliates, directors, officers, any other employees and any third parties with which it contracts (including in the case of Cloudevolve, Subcontractors), is and shall be considered, confidential and proprietary to the Disclosing Party.

11.2 **Ownership of a Party's Confidential Information.** All Confidential Information shall remain the property of the Disclosing Party, and no rights are granted to the Receiving Party, directly or indirectly, other than the right to use it to the extent reasonably necessary to enable the Receiving Party to carry out the express provisions of this Agreement.

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11.3 Degree of Care. The Receiving Party shall protect the confidentiality and integrity of the Disclosing Party's Confidential Information using the same degree of care that it uses to protect its own similar information, but in no event less than commercially reasonable care.

11.4 Permissible Disclosure. Notwithstanding, a receiving Party may disclose such Confidential Information that is required by law to be disclosed if the receiving Party gives the disclosing Party prompt written notice of such a requirement prior to such disclosure and assistance in obtaining an order protecting the information from public disclosure.

12. Miscellaneous

12.1 Entire Agreement; Conflict. This Agreement is the entire agreement between Cloudevolve and Customer. This Agreement supersedes all prior agreements, and all contemporaneous representations, understandings, agreements, or communications between Cloudevolve and Customer, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement.

12.2 Modifications to the Agreement. We may modify this Agreement at any time by posting a revised version on the Platform or by otherwise notifying you in accordance with the Notice sections, below. The modified terms will become effective upon posting or, if we notify you by email, as stated in the email message. By continuing to use the Platform after the effective date of any modifications to this Agreement, you agree to be bound by the modified terms. It is your responsibility to check the Platform regularly for modifications to this Agreement. We last modified this Agreement on the date listed at the beginning of this Agreement.

12.3 Survival and Termination Obligations. Immediately upon expiration or termination of this Agreement for any reason whatsoever, Customer will cease all access to and use of the Platform. Sections 3, 4, 6, 7, 8, 9, 10, 11, 12.6, 12.9, 12.13, 12.14, and 12.16 shall survive any termination or expiration of this Agreement.

12.4 Assignment. No rights under this Agreement may be assigned or otherwise transferred by Customer in whole or in part. The entire Agreement may be assigned if by operation of law, a sale of assets, merger or consolidation, without the prior written consent of the Cloudevolve provided Customer provides prompt notice of such assignment or merger transaction upon completion. Cloudevolve may assign this Agreement at any time. Subject to the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties and their respective successors and assigns. Any assignment in violation of this Section shall be null and void.

12.5 No Third-Party Beneficiaries. This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

12.6 Notice to You. We may provide any notice to you under this Agreement by: (i) posting a notice on the Platform; or (ii) sending a message to the email address then associated with your account. Notices we provide by posting on the Platform will be effective upon posting and notices we provide by email will be effective when we send the email. It is your responsibility to keep your email address current. You will be deemed to have received any email sent to the email address then associated with your account when we send the email, whether or not you actually receive the email.

12.7 Notice to Cloudevolve. To give us notice under this Agreement, you must contact Cloudevolve by personal delivery, overnight courier or registered or certified mail to mailing address, as applicable, listed on the Platform at <https://cloudevolve.com/contactus>. Notices provided by personal delivery will be effective immediately. Notices provided by email transmission or overnight courier will be effective one business day after they are sent. Notices provided registered or certified mail will be effective three business days after they are received.

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12.8 Limitation on Claims. No action arising out of any breach or claimed breach of this Agreement, or transactions contemplated by this Agreement may be brought by either Party more than one (1) year after the cause of action has accrued. For purposes of this Agreement, a cause of action will be deemed to have occurred when a Party knew or reasonably should have known of the breach or claimed breach.

12.9 No Waivers. The failure by a party to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit such party's right to enforce such provision at a later time. All waivers by a party must be provided in a Notice signed by the waiving party to be effective.

12.10 Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to affect the intent of the original portion. If such construction is not possible, the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

12.11 Purchase Orders. No terms, provisions or conditions of any purchase order, acknowledgement or other business form that Customer may use in connection with the acquisition of the Platform will have any effect on the rights, duties or obligations of the Parties under, or otherwise modify, this Agreement, regardless of any failure of Cloudevolve to object to such terms, provisions or conditions.

12.12 Governing Law. This Agreement shall be governed by the laws of the United States and the State of Delaware, without reference to conflict of laws principles. Any dispute between the Parties regarding this Agreement will be subject to the exclusive venue of the state and federal courts in Delaware. The Parties hereby consent to the exclusive jurisdiction and venue of such courts.

12.13 Arbitration. Any controversy or claim arising out of or relating to this Agreement including, without limitation, the interpretation or the breach thereof, shall be settled by arbitration in Hyderabad, Telangana, India, in accordance with the Indian Arbitration rules of the Arbitration and Conciliation Act, 1996, rules then obtaining, and judgment upon the award rendered by a single Arbitrator may be entered in any court having jurisdiction thereof. Notwithstanding the foregoing, this agreement to arbitrate shall not bar either party from seeking temporary or provisional remedies in any Court having jurisdiction thereof. Company and Cloudevolve hereby consent and submit to the personal jurisdiction of the Hyderabad, India and any Hyderabad, India court of competent jurisdiction in any suit, action or proceeding (other than as provided in the first sentence of this section) arising out of this Agreement.

12.13.1 Cloudevolve, at its sole discretion, may elect instead of Arbitration to proceed in small claims court, specifically in any Hyderabad, India court of competent jurisdiction of Cloudevolve's choosing. In the case that Cloudevolve elects to proceed in small claims court, Company and Cloudevolve hereby consent and submit to the personal jurisdiction of the Justice of the Peace Civil Court in the State of Delaware of Cloudevolve's choosing, in any suit, action or proceeding arising out of this Agreement.

12.14 Publicity. Cloudevolve may use Customer's name and logos on Cloudevolve's website, in press releases and product brochures indicating that Customer is a customer of Cloudevolve, subject to Customer consent, which will not be unreasonably withheld.

12.15 Independent Parties; No Agency. Except with regard to the express authorizations of Cloudevolve as provided in Section 2, above, nothing contained in this Agreement shall authorize or empower one Party to assume, create, or bind the other Party to any obligation or responsibility whatsoever, expressed or implied, and nothing contained in this Agreement or in

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the relationship between Cloudevolve and Customer shall be deemed to constitute a partnership, joint venture, agency, employment or any other relationship.

13. Force Majeure Clause. Neither Party will incur any liability to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement if such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control and without negligence of the Parties. Such events, occurrences, or causes will include, without limitation, acts of God, strikes, pandemics, actions by foreign state actors, lockouts, riots, acts of war, earthquake, fire and explosions, but the inability to meet financial obligations is expressly excluded.