

CLLOUD SERVICES AGREEMENT

This CLOUD SERVICES AGREEMENT (“Agreement”) is entered into as of _____, 2021 (the “Effective Date”) by and between Evergent Technologies, Inc., a Delaware corporation with a place of business at 1250 Borregas Avenue, Sunnyvale, CA 94089 USA (“Evergent”), and _____, an entity organized under the laws of _____ with a place of business at _____ (“Customer”). (Evergent and Customer each, a “Party,” together, the “Parties”).

RECITALS:

WHEREAS, Customer wishes to use the Evergent services described in this Agreement;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises contained in this Agreement, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS AND CONSTRUCTION

1.1 Definitions. In addition to the terms defined in the body of this Agreement, the following capitalized terms shall have the meanings set forth below:

(a) “Anti-Corruption Laws” mean the U.S. Foreign Corrupt Practices Act (“FCPA”), the U.K. Bribery Act, or any other applicable anti-corruption law, as amended.

(b) “Confidential Information” means (i) any information disclosed by one Party (the “Disclosing Party”) to the other (the “Receiving Party”), which, if in written, graphic, machine-readable or other tangible form is marked as “Confidential” or “Proprietary,” or which, if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and such identification is reduced to a writing delivered to the Receiving Party within thirty (30) days of such disclosure; or (ii) any information which is otherwise deemed to be “Confidential” by the terms of this Agreement. In addition, the Evergent Materials are Confidential Information of Evergent and Customer Data and Personal Information are Confidential Information of Customer.

(c) “Customer Data” means information, data, materials or content that are (a) uploaded, submitted, posted, transferred, transmitted, or otherwise provided or made available by or on behalf of Customer or an end-user of Customer processed by or through the Services, or (b) collected, downloaded, or otherwise received by Evergent or the Services for Customer or an end-user of Customer pursuant to this Agreement, including information reflecting the access or use of the Services by an end-user.

(d) “Data Protection Laws” means the data privacy, data protection, and cybersecurity laws, rules and regulations applicable to Personal Information in the jurisdiction(s) in which Personal Information is collected and/or stored by or on behalf of Evergent.

(e) “Evergent Materials” means the Service Software and all other materials that are used to provide the Services and Professional Services to Customer.

(f) “Intellectual Property Rights” means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.

(g) “Personal Information” means “personal data” or “personal information” relating to or identifying a specific end-user of Customer as defined under the applicable Data Protection Laws.

(h) “Professional Services” means configuration, implementation, development or managed services performed by Evergent for Customer in connection with providing the Services.

(i) “Public Official” means (i) any elected or appointed government official, officer, employee or person acting in an official or public capacity on behalf of a government; (ii) any official or employee of a quasi-public or non-governmental international organization; (iii) any employee or other person acting for or on behalf of any entity that is wholly or partially government owned or controlled by a government; (iv) any person exercising legislative, administrative, judicial, executive, or regulatory functions for or pertaining to government (including any independent regulator); (v) any political party official, officer, employee, or other person acting for or on behalf of a political party; and (vi) any candidate for public office.

(j) “Service Level Agreement” or “SLA” means the service levels and response times set forth in Exhibit B of this Agreement.

(k) “Service Software” means the Evergent User Life Cycle Management Platform, and all new versions, updates, revisions, improvements and modifications of the foregoing, that Evergent provides access to and use of as part of the Services.

(l) “Services” means the cloud-based functionality of the Service Software specified in Exhibit A of this Agreement to be provided to Customer under the terms of this Agreement.

(m) “Trade Controls” means export controls and trade and economic sanctions laws and regulations of (i) the United States of America (“USA”), and (ii) any other country as applicable .

1.2 Construction. For purposes of this Agreement, whenever the context requires:

(a) any rule of construction to the effect that ambiguities are to be resolved against the drafting Party will not be applied in the construction or interpretation of this Agreement;

(b) the words “include” and “including” and variations thereof, will not be deemed to be terms of limitation, but rather will be deemed to be followed by the words “without limitation;”

(c) except as otherwise indicated, all references in this Agreement to “Sections” and “Exhibits” are intended to refer to Sections of this Agreement and Exhibits to this Agreement; and

(d) the headings in this Agreement are for convenience of reference only, will not be deemed to be a part of this Agreement, and will not be referred to in connection with the construction or interpretation of this Agreement.

ARTICLE 2 SERVICES and INTELLECTUAL PROPERTY

2.1 Services. Subject to Customer’s compliance with this Agreement, Evergent shall provide the Services to Customer during the agreed upon service term. Evergent may engage with third party data storage service providers in connection with the Services, provided that each such service provider must have data protection and security processes and procedures that meet or exceed industry standards.

2.2 Internal Use. Customer agrees to access and use the Services solely for its internal purposes to provide the Services to its end-user customers and in full compliance with the terms and conditions of this Agreement.

2.3 Professional Services. Evergent agrees to provide, and Customer agrees to purchase from Evergent, the Professional Services set forth in Part B of Exhibit A in accordance with the terms thereof. Additional or other Professional Services

will be provided under the terms of a statement of work or similar document mutually agreed upon and executed by the Parties. The terms and conditions of this Agreement shall govern any statements of work and other documents relating to the Services and Professional Services unless otherwise set forth therein.

2.4 Ownership. Except for the usage rights granted to Customer in Sections 2.1 and 2.2, Evergent reserves all right, title and interest in and to the Services, the Evergent Materials, and all Intellectual Property Rights therein. Customer shall not, and shall not permit any third party to, use the Services or Evergent Materials other than as permitted in this Agreement. Customer may make copies of documentation included in the Evergent Materials only as required for backup and archival purposes. Customer shall maintain copyright notices placed by Evergent on any copies it makes of the Evergent Materials. Customer may not cause or permit copying, reproduction, reverse engineering, disassembly or decompilation of the Evergent Materials. Except as permitted herein, Customer may not (a) modify, adapt, translate, or create derivative works of the Evergent Materials, or (b) distribute, sell or resell, assign, pledge, sublicense, lease, loan, rent, timeshare, use in a service bureau, assign, deliver or otherwise transfer the Evergent Materials. Customer may not disclose results of any program benchmark tests of Evergent components without the prior written consent of Evergent. Customer may publish overall benchmarking results of Customer's entire infrastructure which includes the Evergent Materials.

2.5 Customer Name. Customer agrees that Evergent may identify Customer as a customer on Evergent's website and in other marketing and sales materials. The Parties agree to issue a jointly approved press release and formal case study asset regarding Evergent's provision of services to Customer. Evergent will obtain Customer's prior approval before any other use of Customer's trademarks or logos which approval Customer shall not be unreasonably withhold or delay.

ARTICLE 3 PAYMENTS

3.1 Payment.

(a) Customer shall pay fees for the Services and Professional Services as set forth in Exhibit A and any other exhibit, statement of work, or work order related to this Agreement. All prices and payments related to this Agreement refer to US Dollars unless another currency is expressly stated.

(b) Customer shall reimburse Evergent for all reasonable travel expenses incurred by Evergent in connection with performing the Services. Evergent shall invoice Customer for such expenses which invoices shall include reasonable detail on the expenses incurred by Evergent.

(c) Customer shall pay each invoice issued in relation to this Agreement on its due date. Unless otherwise provided in this Agreement, each invoice is due thirty (30) days after Customer's receipt.

(d) All payments to Evergent shall be made by Customer by wire transfer of funds to an account designated by Evergent. Payments not received by Evergent within five (5) days after the due date shall be deemed past due and shall accrue interest at the rate of 1.5% per month from the date due until paid in full. Evergent reserves the right to suspend delivery of the Services immediately after written notice to Customer if any invoice is past due by more than thirty (30) days.

3.2 Taxes. Unless otherwise specified in an invoice, the prices and charges related to this Agreement do not include any sales, value added, excise and other taxes and governmental charges. Customer shall be solely responsible for the payment of such amounts when due, except for taxes assessed on Evergent's income. Customer shall not withhold or offset from payment to Evergent under this Agreement for any tax or governmental charge. If Customer is required by law to withhold, pay or offset any amount from payments made to Evergent, Customer agrees to increase the payment to Evergent so that Evergent receives the full amount invoiced by Evergent notwithstanding the withholding, payment or offset.

ARTICLE 4
CONFIDENTIAL INFORMATION; DATA SECURITY

4.1 Confidentiality Obligations. The Receiving Party shall maintain the confidentiality of and shall not disclose the Confidential Information of the Disclosing Party. The Receiving Party shall not use or permit the use of Confidential Information except for the purposes of performing its obligations or exercising its rights under this Agreement. The Receiving Party shall require its employees, agents and consultants to comply with this Section 4.1. The Receiving Party shall use (and require that employees, agents and consultants use) at least the same standard of care as the Receiving Party uses to protect its own Confidential Information of a similar nature from unauthorized use or disclosure, but in no event less than reasonable care. The Receiving Party shall promptly notify the Disclosing Party upon discovery of any unauthorized use or disclosure of the Confidential Information.

4.2 Exceptions. The obligations contained in Section 4.1 shall not apply if the information: (a) was already known to the Receiving Party, other than under an obligation of confidentiality, at the time of disclosure by the Disclosing Party; (b) was generally available to the public or otherwise part of the public domain at the time of its disclosure to the Receiving Party; (c) became generally available to the public or otherwise part of the public domain after its disclosure and other than through an act or omission of the Receiving Party in breach of this Agreement; or (d) was disclosed to the Receiving Party, other than under an obligation of confidentiality, by a third party who had no obligation to the Disclosing Party not to disclose such information to others.

4.3 Transmission of Data. Each Party shall be solely responsible for the transmission of data and information to the other Party in connection with the Services and for any loss or interception of data or information that occurs in the transmission process.

4.4 User Names and Passwords. Customer shall maintain the strict confidentiality and secrecy of user names and passwords used to obtain access to the Services. Customer shall provide this information only to personnel of Customer who need to have the information for Customer's use of the Services. Customer shall immediately contact Evergent for new user names and passwords upon any change in personnel or any other occurrence or event for which new user names and password should be issued.

4.5 Non-solicitation. Neither Party shall, directly or indirectly, solicit, hire or engage any employee or contractor of the other Party until the earlier of six (6) months after the expiration or termination of this Agreement or twelve (12) months following termination of the person's employment or contractor relationship with the other Party.

4.6 Data; Data Security. Evergent will maintain and employ data security policies and procedures during the Term to protect (a) Customer Data in accordance with the standards and practices applicable to the industry, and (b) Personal Information in accordance with the Data Protection Laws. Evergent agrees to comply with the obligations of a data processor and Customer agrees to comply with the obligations of a data controller set forth in the Data Protection Laws. Evergent will use Personal Information collected, stored or processed by Evergent or its subcontractors in connection with the Services solely for the purpose of performing the Services. Customer represents and warrants to Evergent that it owns or has secured the rights and consents necessary for Evergent to receive, process and use Customer Data and Personal Information as permitted in this Agreement without violating the Data Protection Laws or infringing or misappropriating the Intellectual Property Rights or other rights of any third party.

ARTICLE 5
TERM AND TERMINATION

5.1 Term. Unless terminated as provided in Section 5.2, this Agreement shall continue in effect for a term beginning on the Effective Date and ending three (3) years after the Services are made available for access and use by Customer's end-user customers (the "Initial Term"). The Initial Term shall automatically renew for additional three (3) year terms (individually and collectively referred to as the "Renewal Term(s)") unless (a) Customer notifies Evergent in writing of

nonrenewal at least sixty (60) days prior to the renewal date, or (b) Evergent notifies Customer in writing of nonrenewal at least one hundred-twenty (120) days prior to the renewal date. The Initial Term and Renewal Term(s) (if any) shall collectively be referred to as the “Term” of this Agreement.

5.2 Termination. This Agreement may be terminated as follows: (a) upon the written mutual consent of the Parties, or (b) by Evergent in the event Customer fails to make a payment when due, or (c) by Evergent if Customer breaches the terms of Sections 2.4, or (d) by either Party if the other Party materially breaches its obligations under this Agreement and fails to cure such breach within thirty (30) days after receiving written notice, or (e) by either Party if the other Party materially breaches the terms of Article 4.

5.3 Effect of Termination or Expiration. When this Agreement terminates or expires, the rights granted to Customer herein shall terminate and all Evergent Materials shall either be returned to Evergent or destroyed, at the written request of Evergent. The termination or expiration of this Agreement shall not relieve Customer of any payment obligations accruing prior to the effective date of the termination or expiration. Termination of this Agreement by Evergent under Section 5.2 shall not relieve Customer of the obligation to pay service fees that would have accrued during the Term had the Agreement remained in effect until the end of the Term.

5.4 Survival. The following provisions shall survive the termination or expiration of this Agreement: Section 2.4 and Articles 3, 4, 5, 7, 8 and 9.

ARTICLE 6 REPRESENTATIONS AND WARRANTIES

6.1 General. Each Party represents and warrants to the other that: (a) such Party has the full right, power and authority to enter into this Agreement and fully perform its obligations hereunder; and (b) the making of this Agreement and such Party's performance of all its obligations hereunder is not prohibited by or in conflict with any agreement between such Party and any third party.

6.2 Service Warranty. Evergent represents and warrants to Customer that it will (a) perform the Professional Services in a professional and workmanlike manner in accordance with applicable industry standards for similar services and using personnel with the necessary skill, experience and qualifications, and (b) allocate the resources needed to deliver the Services and Professional Services.

6.3 Intellectual Property Rights Warranty. Evergent represents and warrants to Customer that Evergent owns or has licensed all Intellectual Property Rights required to provide the Services to Customer under this Agreement.

6.4 Anti-Corruption Laws. Each Party represents to the other that it has complied with and will continue to comply with, and has not and will not commit any offense under, the Anti-Corruption Laws. Each Party represents and warrants to the other that no payments of money or anything of value have been or will be offered, promised, or paid, whether directly or indirectly, by any of its directors, officers, employees, or agents, to any person, including any Public Official: (a) to improperly influence any official act or decision of that person; (b) to induce that person to do or omit to do any act in violation of a lawful duty; or (c) to secure any improper benefit or favor for the Party. Customer agrees that it will maintain accurate and complete records of its receipts and expenses having to do with this Agreement, including records of payments to any other third parties in accordance with generally accepted accounting principles. Customer further agrees that it will make such books and accounting records available for review by Evergent upon reasonable request. Customer warrants and represents that no government or Public Official is, has been, or will be during the Term directly or indirectly a majority owner or investor in Customer and that no Public Official has or will have during the Term have any substantial financial interest, directly or indirectly, in the contractual relationship established by this Agreement.

6.5 Trade Controls.

(a) Customer acknowledges that the products, software, and/or technology received from Evergent pursuant to this Agreement (each an “Item”) may be subject to Trade Controls. Customer shall conduct all activities under the Agreement in full compliance with all applicable Trade Controls.

(b) Each of Customer and Evergent agrees that it shall not, in violation of Trade Controls, export, reexport, transfer, or retransfer any Items to: (i) any country or territory that, from time to time, is the target of comprehensive Trade Controls (presently, Cuba, North Korea, Iran, Syria, and the Crimea region of Ukraine); or (ii) any person that is the target of Trade Controls, including, without limitation, any person designated on: (1) the U.S. Department of Commerce’s Entity List; (2) the U.S. Department of Commerce Denied Person List; (3) OFAC’s Specially Designated Nationals (“SDN”) and Blocked Persons List; (4) the OFAC List of Sanctions Evaders; (5) any similar lists of prohibited persons applicable to the Party; or (6) or any person owned, controlled, or otherwise acting on behalf of an SDN or other prohibited party. Customer expressly represents and warrants to Evergent that it is not currently listed on, and will not at any time during the Term of this Agreement be listed on, any of the above lists.

(c) Each of Customer and Evergent agree that it shall not export, reexport, transfer, retransfer, or otherwise make available any Items to any destination, person, or for any end-use without first obtaining any licenses, authorizations, or other approvals as may be required pursuant to Trade Controls. Customer shall be responsible for, at its own expense, obtaining any licenses, authorizations, or other approvals as may be required and complying with all the terms and conditions hereof.

(d) Customer shall promptly provide to Evergent upon request any information pertaining to Items sold or made available to Customer or otherwise in Customer’s possession, including, without limitation, Item description, volume, value (both with respect to original purchase and subsequent sale), parties to whom Customer sold or transferred the Items or otherwise made them available, dates of such transactions, proof of required export authorizations, and requests from purchasing party or others for service or technical support.

(e) Customer shall promptly notify Evergent of any suspected or confirmed violations by Customer of applicable Trade Controls in connection with the Items.

6.6 EVERGENT DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT, THE SERVICES AND PROFESSIONAL SERVICES ARE PROVIDED “AS IS” AND WITHOUT WARRANTY. EVERGENT MAKES NO, AND HEREBY DISCLAIMS ALL, OTHER WARRANTIES, WHETHER EXPRESS, STATUTORY, OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY; FITNESS FOR A PARTICULAR PURPOSE; TITLE; NON-INFRINGEMENT; AND ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE; AND EVERGENT DOES NOT WARRANT THAT THE SERVICES OR PROFESSIONAL SERVICES WILL OPERATE WITHOUT INTERRUPTION OR WILL BE ERROR-FREE.

ARTICLE 7 INDEMNIFICATION

7.1 Indemnification by Evergent. Subject to Section 7.2, Evergent shall indemnify and defend Customer against any judgment, award or settlement, interest charges, and reasonable and necessary legal fees, costs or expenses (“Losses”) directly resulting from the settlement or defense of any claim, suit, action or proceeding (“Action”) by a third party (other than an affiliate of Customer) to the extent that such Losses are caused by (a) Evergent’s breach of Section 4.6 (Data; Data Security), or (b) the use of the Services by Customer or its end-user customer in compliance with this Agreement that results in an infringement upon an Intellectual Property Right of the third party. Evergent’s obligations under this Section 7.1 shall not apply to any Action or Loss arising from or relating to (a) access to or use of the Services or Evergent Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by Evergent; (b) modification of the Services or Evergent Materials other than (i) by Evergent or its contractors, or (ii) with Evergent’s written approval in accordance with its written specification; (c) Customer’s failure to timely implement any modification, upgrade, replacement or enhancement made available to Customer which would have

prevented the Claim or Loss; (d) Evergent's compliance with specifications or directions provided by or on behalf of Customer; (e) the negligence or intentional acts of Customer or its employees, agents, contractors, or representatives; or (f) use of the Services in a country other than the country for which they were intended.

7.2 Conditions to Indemnification. Evergent's obligation to indemnify Customer under Section 7.1 shall be subject to Customer: (a) promptly providing Evergent with written notice of the Action; (b) providing Evergent with control and authority over the defense of the Action; and (c) providing Evergent with proper and full information and reasonable assistance to defend and/or settle the Action.

ARTICLE 8 LIMITATIONS OF LIABILITY

8.1 Exclusion of Damages. EXCEPT FOR LIABILITY UNDER SECTIONS 2.4 (Ownership) and 4.1 (Confidentiality Obligations), IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ALL STATEMENTS OF WORK AND THE LIKE FOR ANY AND ALL TYPES OF DAMAGES UNDER ANY AND ALL LEGAL OR EQUITABLE THEORIES, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED: (A) IF ARISING FROM THE SERVICES, THE TOTAL FEES PAID BY CUSTOMER TO EVERGENT FOR THE SERVICES UNDER SECTION 3.1(a) DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM; AND (B) IF ARISING FROM PROFESSIONAL SERVICES, THE AMOUNT PAID BY CUSTOMER TO EVERGENT FOR THE PROFESSIONAL SERVICES THAT ARE THE SOURCE OF THE LIABILITY, NOT TO EXCEED THE AMOUNT PAID FOR SUCH PROFESSIONAL SERVICES DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST CLAIM.

8.2 Failure of Essential Purpose. The limitations specified in this Article 8 shall survive and apply even if any limited remedy specified in this Agreement is found to have failed of its essential purpose.

8.3 Third Party Materials. Without otherwise limiting the provisions of this Article 8, Evergent's aggregate liability to Customer and to all persons or entities claiming by or through Customer for any Loss caused by or arising from the components, products or services of a third party shall be limited to the amount actually recovered by Evergent from the applicable third party for the applicable Loss (prorated among all Evergent customers and claimants if loss was incurred by multiple customers and claimants).

ARTICLE 9 GENERAL

9.1 No Agency. Each Party shall in all matters relating to this Agreement act as an independent contractor. Neither Party shall have authority, nor shall either Party represent that it has any authority, to assume or create any obligation, express or implied, on behalf of the other, or to represent the other Party as agent or employee or in any other capacity. Neither execution nor performance of this Agreement shall be construed to have established any agency, joint venture, or partnership.

9.2 Notices. Any notice or other communication required or permitted to be delivered to any Party under this Agreement must be in writing and shall be deemed properly delivered, given and received when delivered (by hand, by registered mail, by courier or express delivery service or by facsimile) to the address or facsimile telephone number set forth beneath the name of such Party below (or to such other address or facsimile telephone number as such Party may have specified in a written notice given to the other Party):

if to Evergent: Attention: CEO
 1250 Borregas Ave, Sunnyvale CA 94089 USA
 Facsimile: 877.897.1240

if to Customer: Attention:

 Facsimile:

9.3 Governing Law. This Agreement shall be governed in all respects by the laws of the United States of America and the State of California as such laws apply to agreements entered into and to be performed entirely within California, excluding the conflict of laws provisions thereof. Any judicial action or proceeding arising hereunder or relating hereto shall be brought in, and the Parties hereby consent to the exclusive, personal jurisdiction of, the State and federal courts with jurisdiction in Sunnyvale, California.

9.4 Breaches and Remedies. Unless otherwise provided in this Agreement, the rights and remedies of the Parties are cumulative (and not alternative). In the event of any breach or default of obligations under this Agreement, each Party shall be entitled to seek whatever legal and equitable remedies may be available under applicable law subject to the express limitations in this Agreement.

9.5 Waiver. No Party shall be deemed to have waived any claim, power, right, privilege or remedy under or related this Agreement, unless the waiver of such claim, power, right, privilege or remedy is expressly set forth in a written instrument duly executed and delivered on behalf of such Party; and any such waiver will not be applicable or have any effect except in the specific instance in which it is given.

9.6 Assignment; Third Party Beneficiaries.

(a) Neither Party shall assign or otherwise transfer any of its rights under this Agreement without the other Party's prior written consent, which consent shall not unreasonably be withheld or delayed, provided that each Party shall have the right, without consent, to assign or otherwise transfer this Agreement in its entirety (i) to any entity that directly or indirectly controls, is controlled by, or is under common control with, the Party, provided further that the Party shall remain responsible for all acts and omissions of such assignee in the performance of this Agreement; or (ii) in connection with (1) any merger, consolidation, or reorganization involving the Party (regardless of whether the Party is a surviving or disappearing entity), or (2) a sale of all or substantially all of the Party's business or assets relating to this Agreement to an unaffiliated third party; or (iii) to an entity that acquires all or substantially all of the assets or stock of the Party, provided that an assignment by Customer shall not be effective unless and until the successor agrees in writing to be bound by any and all of the obligations set forth in this Agreement in the same manner as Customer. For further clarification, Customer's successor shall not use the Services or the Evergent Materials for any purpose beyond that granted to Customer under this Agreement.

(b) This Agreement is for the sole benefit of the Parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

9.7 Severability. If, for any reason, a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be invalid or unenforceable, such provision of the Agreement will be enforced to the maximum extent

permissible so as to affect the intent of the Parties, and the remainder of this Agreement will continue in full force and effect.

9.8 Entire Agreement. This Agreement (including the Exhibits hereto) set forth the entire understanding of the Parties relating to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. This Agreement may not be amended, modified, altered or supplemented other than by means of a written instrument (a) that expressly states that it is an amendment to this Agreement, and (b) is duly executed and delivered on behalf of both Evergent and Customer. No terms or conditions in any purchase order or other Customer document shall be deemed to amend, modify, supersede, nullify or supplement this Agreement.

9.9 Counterparts. This Agreement may be executed in counterparts, which, when taken together, shall constitute one agreement. A signed copy of this Agreement delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

9.10 Force Majeure. Neither Party shall be responsible for failure or delay of performance (excluding the payment of money) if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated Party; government restrictions (including quarantine, the denial or cancellation of any export or other license); epidemic or pandemic, or other event outside the reasonable control of the obligated Party. Both parties will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than ninety (90) days, either Party may cancel unperformed services upon written notice. This section does not excuse either Party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Customer's obligation to pay for services provided.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

Evergent Technologies, Inc.

Customer:

By: _____

By: _____

Name: Vijay K. Sajja

Name: _____

Title: Chief Executive Officer

Title: _____

Exhibit A
Services and Service Fees

This is Exhibit A to the Cloud Services Agreement dated _____, 202_ (the “Agreement”) entered into by Evergent **Technologies, Inc. (“Evergent”)** and _____ (“**Customer**”). Capitalized terms not defined in this Exhibit shall be defined as provided in the Agreement.

PART A. PLATFORM SERVICES

1. Services

The Services consist of Customer’s access to use the modules of the Service Software listed in the table below. Customer and Evergent may modify the Services by executing a change order as set forth in Exhibit C of the Agreement.

<u>Module</u>	<u>Functionality</u>
Identity & Registration	Enablement of registration and login for subscribers
Product Catalog	Enablement for configuration of products, pricing and promotions for offerings to end users
Entitlement Management	Manage entitlements and provisioning of the subscriber
Revenue Management	Enablement of billing, payments and taxation functionality for subscribers
Customer Care	Enablement of self-serve, self-care and customer care for subscribers
Reporting	Reporting on user and subscription related entities
Data & Workflow Orchestration	API enablement and data management

2. Service Fees

Customer shall pay a monthly fee for the Services (the “**Platform Fee**”) equal to the greater of (i) the Per Active Subscriber per Month fees calculated as provided in the table below, or (ii) a **Monthly Minimum Usage Platform Fee** of \$_____. A separate Monthly Minimum Usage Platform Fee will be due from each separate service provider that uses the platform.

Evergent ULM Modules	Price/ HH/Month
1. Identity & User Registration	Included
2. Offer & Product Management	Included
3. Operations Management	Included
4. Revenue & Billing Management	Included
5. Customer Care - Self Service & Call Centre APIs	Included
6. Dashboards & Reporting	Included
7. Data & Workflow	Included
Complete Evergent ULM Suite	Pricing Below Per Tiers

Key

*Customizations

**Integrations

Definitions:

Active Subscriber means either any user that has a user login or billing transaction during the month, any user within the Household has connected to the Evergent Platform via an API call in the month, or a subscriber that has paid for or is entitled to use an active subscription during the month even if the subscriber has not had an API call or transaction during the month.

Household is defined as a single user or an affiliation group of up to five (5) users.

3. Operations Support

Evergent will provide the following functions as part of the Services:

- Operate the Service Software subject to the SLAs in Exhibit B of the Agreement.
- NOC monitoring of system performance 24 hours a day/7 days a week/365 days a year.
- Provide Customer with the Evergent data reporting dashboard.
- Respond to operations issues identified by Customer’s team as provided in Exhibit B to the Agreement.

4. Commencement Of Payment Of Platform Fees

Platform Payment Fee: Customer shall pay the Platform Fee on a monthly basis beginning with the month in which the first of the following occurs: (i) Customer makes the Services available for use by its subscribers or customers, or (ii) 120 days after the date of delivery of the Professional Services to Customer free of any material errors or defects (the “**Configuration Delivery Date**”).

Testing Phase Fee: Customer shall pay a Testing Phase Platform Fee equal to 30% of the Monthly Minimum Usage Platform Fee beginning 60 days after the Configuration Delivery Date and continuing until the full Platform Fee is due as provided above.

5. Additional Terms and Fees

Additional Fees: In addition to the other fees referenced in the Agreement and this Exhibit A, Evergent will invoice Customer for, and Customer agrees to pay, the following charges:

Performance Test/Load Tests: If Customer conducts performance tests, load tests or other tests involving the Evergent Service platform, Evergent reserves the right to invoice Customer for work performed by Evergent and excess cloud service charges incurred by Evergent in connection with the tests. Evergent will obtain Customer's prior approval of such charges to the extent Evergent has advance knowledge that they will be incurred. Customer acknowledges and agrees that all performance tests and load tests will be conducted in a separate load test environment and not in a production environment.

PART B. PROFESSIONAL SERVICES AND FEES

1. Description of Professional Services

This Part B sets forth the deliverables, tasks, and milestones for the services to be performed by Evergent to set up Customer to use the Services (referred to as the "**Professional Services**" in this Part B"). Customer acknowledges that the prices for the Professional Services contained in this Part B are based on the scheduling contained in this Part B. If the Professional Services are not consumed within six (6) months from the Effective Date of the Agreement due to delay or other circumstances not caused by Evergent, Customer agrees that the terms of this Part B will be subject to renegotiation and amendment.

<p>Service Description:</p> <p>Setup Services</p>	<p>Evergent will provide Customer with Professional Services that will include the setup of selected modules during contract signing from the list below:</p> <ul style="list-style-type: none"> ● Account Management Module. End-user registration, profile management, identity and authentication. ● Billing Management Module. Billing configuration and management through the following functional areas; Billing Area; Billing Cycles; Bill Run; Billing Periods. ● Financial Reports Module. Out-of-the box financial reports. ● System Admin Module. Business Unit configuration, all bug fixes, modifications, updates and/or upgrades ● Tax Management Module. Defining and managing taxes at the national, regional and local level. ● Ticket Management Module. Ticket management. ● User Admin Module. Defining users and groups to provide secure access to the hosted Services. ● Participate with triage teams on troubleshooting issues reported within the development teams ● Support integration of changes due to new feature and maintenance releases ● Assist with writing and developing valid user stories related to Evergent product/software. ● Provide installation documentation for each Software Release (e.g. detailed manual on accessing, ● Provide training and education on new features and functionality within each new Release of Software. ● Provide technical support, assistance with troubleshooting of defects to include resolving launch pad defects. ● Engage and interface with BU where pre-production defects/issues cannot be resolved. <p>Deliverables will include customer selected tasks during contract signing from the following list:</p> <ol style="list-style-type: none"> 1. Setup of one Business Unit instance including configuration of business rules for: <ul style="list-style-type: none"> • Identity Management • Products, Packages, Offers (including all existing products, packages and offers) • Promotions, Coupons, Vouchers • Email Templates for user communication (up to 20) • Gateway & Billing rules • Reporting (up to 10 reports) • Platforms to be supported are: Web, Android, IOS, AppleTV, Google TV, LG WebOS, Samsung Tizen, Roku
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Service Description: Basic Configuration	Evergent will provide configuration changes in support of Customer's platform such as architecture, design, engineering and technical services selected from the list of activities below during contract signing.		
	Task	Effort (Small - 1 day, Medium - 3 days, Complex - 5 days)	Delivery Time to Produce (Assuming 1 Resource M-F IST time zone)
	Create or Modify the Web Package configurations	Small	5 days
	Add/Modify the IAP Package configurations on Evergent as per corresponding Appstore SKUs. Current App stores are Apple, Google, Roku and Amazon	Small	5 days
	Create or Modify Products that are aligned with the resource ids	Small	5 days
	Create or Modify the Promotions	Small	5 days
	Modify the existing email templates	Medium	2 days
	Modify the package price on Web based packages with payment types Credit/Debit Card or Paypal)	Small	1 day
	Modify the Pause configurations such as Pause	Small	2 days

	period and number of pauses			
	Maintenance of CRM tool			
	o CSR user creation/disabling /group change	Small	1 day	
	o Setup role-based rules for CSR Agents (Creation of new groups and permissions)	Medium	3 days	
	o Provide training to CSR agents on quarterly basis	Medium	3 days	
	o Troubleshoot CRM issues	Medium	3 days	
	o Help CSRs to fix their issues on the CRM	Medium	3 days	
	Help validating the purchases on all payment platforms	Medium	2 days	
	Support for CCPA/GDPR requests to de-identify the customers in Evergent	Small	3 days	
	Support for Security Audits and compliance	Complex	5 to 7 days	
	Support for Dashboard reports to add or modify data fields	Complex	5 to 7 days	

	Provide ad-hoc reports as per business needs	Medium	3 to 5 days	
	Training of Partner - Create or Modify the Promo Codes/Voucher Codes as per the available types of coupons			
	o Flat coupons	Small	5 days	
	o Percentage off coupons	Small	5 days	
	o Free Coupons-Generic	Small	5 days	
	o Unique Coupon codes	Small	5 days	
<p>Service Description:</p>	<p>Evergent will work on the deliverables jointly agreed by the Customer in the development and completion of longer and more intensive projects.</p> <p>Projects will include selected integrations during the contract signing from the following list:</p> <ul style="list-style-type: none"> ● Support integration with Customer systems and 3rd party vendors ● 1- CMS ● 1- API Gateway ● 2- Payment Gateway (e.g., Adyen, PayPal) ● 1 – In-App Purchase for IOS, Android, Apple TV, Google TV, Roku ● 1- External Subscription Management System (e.g., Cleeng) ● 1- QR code redirection to web for LG and Samsung Smart TV purchases ● 1- General Ledger ● 1- Email Gateway ● 1 - Helpdesk system <ul style="list-style-type: none"> ● Migration of existing OTT users (up to 1.5 million active subscriptions) including accounts, packages, payment information, offers and promotions . 			

	<p>Evergent agrees to provide the following:</p> <ul style="list-style-type: none"> ● Provide expertise and support ● Provide technical support to resolve issues and answer questions in a timely manner ● Actively participate in the troubleshooting process <p>All Service activities will be reported in JIRA.</p>
<p>Service Description:</p> <p>Customer Specific Integrations</p>	<p>Custom Customer Integration adapter deliverables as requested during contract signing</p>

2. Assumptions

1. Assumptions

- (a) Customer will leverage Evergent’s standard API’s for customer login flow, customer offer discovery and checkout and customer self-service.
- (b) Customer will provide branding information required for configuration of Evergent’s iFrame
- (c) Customer will provide access to all of its systems, documentation and contractual relationships with its 3rd party vendors required to execute the project

Delivery of the Professional Services by the delivery dates specified in this Part B or the dates otherwise agreed upon by the Parties shall be contingent upon the above assumptions being met on a timely basis, Customer’s performance of its obligations under this Part B and the Agreement, and timely cooperation by Customer and its 3rd party vendors.

2. Evergent acknowledges and agrees that it will comply with the following:

- (a) attend meetings at regular intervals between Customer’s designated representatives and Evergent’s designated project leads as may be requested by Customer at times mutually agreed upon to discuss Customer’s coordination and support needs and any other matters in connection with the Professional Services;
- (b) mutually agree with Customer on day-to-day work targets, project delivery, quality and to follow-up any other matters as may be requested by Customer;
- (c) mutually agree with customer on joint milestone scheduling and work prioritization as may be requested by Customer;
- (d) mutually agree with Customer on project delivery and quality follow-up; and
- (e) provision of Agile/MVP development methodology.

3. Customer will be responsible for the creation and coordination of the following:

- (a) Customer accounts as may be needed for JIRA/OKTA and other tools; and
- (b) Test harnesses (development and staging) for Customer and 3rd party integrations as may be needed for testing.

4. Deliverables and Delivery Dates: Evergent and Customer will mutually agree to the deliverables and delivery dates with respect to the provision of the Professional Services.
5. Delivery Dates may be changed by mutual agreement in writing between Evergent and Customer by means of a change request using the Change Control process in Exhibit C to the Agreement.
6. Customer is responsible for defining and notifying Evergent as to the sprint deliverables.
7. Evergent will not be responsible for any and all delivery elements within Customer's control.

3. Project Tools

<u>Tool</u>	Description
<u>Confluence</u>	Tracking Boards and Tracking documents repository. Source of truth for all things related to the Track
<u>JIRA</u>	Ticket Management
<u>SmartSheets</u>	Project Planning and Timelines
<u>Lucid Charts</u>	Flow Charts, Wireframes, Conceptual flows, Blueprints, Sequence Diagrams etc.,
<u>Eclipse</u>	Development Environment

4. Professional Service Fees

	Milestone	Fee (USD)	Projected Delivery Month
1	Upon Agreement signature	\$ _____	
2	Completion of Set Up Services, Basic Configuration and Customer Integrations	\$ _____	
3	Acceptance following the Testing Period	\$ _____	
	TOTAL	\$ _____	

Evergent shall invoice Customer for, and Customer agrees to pay Evergent, the Professional Service Fees set forth in the table below. Evergent may invoice Customer Fees for reasonable travel expenses (flights and accommodation) which shall be agreed in writing in advance of them being incurred.

*Assuming clean data is provided and extracted by Customer

Professional services performed by Evergent for Customer which are not covered under the scope of this Part B will be billed to Customer at the rate of \$600 USD per day (offsite) and \$1200 USD per day (onsite). Evergent will obtain Customer's prior written approval of any additional professional services. Customer will be invoiced for approved professional services (if any) on a monthly basis.

Reimbursable Expenses

Customer will reimburse Evergent for expenses that are incurred during the performance of the Professional Services, provided that such expenses are approved in advance by the Customer.

5. Acceptance Process for Professional Services

Customer will have 30 days after delivery of a final Professional deliverable (the "Testing Period") to conduct acceptance testing of the deliverable using testing criteria mutually agreed by Evergent and Customer (if any), or if no criteria have been mutually agreed, by conducting tests reasonable to determine whether the deliverable performs the functions or meets the objectives for the deliverable (as applicable, the "Acceptance Tests"). Evergent has the right to observe or participate in all or any part of such Acceptance Tests.

By the end of the Testing Period, Customer shall notify Evergent in writing of its acceptance or, if the final deliverable fails the Acceptance Tests in a material manner, (a "Nonconformity"), notify Evergent in writing of the Nonconformity. Such notice shall include a reasonably detailed description of the Acceptance Tests that failed, the results thereof and each identified Nonconformity. The deliverable will be deemed accepted by Customer 10 days after expiration of the Testing Period if Customer has not delivered a notice of Nonconformity to Evergent before such date.

If Customer delivers a notice of Nonconformity in compliance with the above, Evergent shall remedy the Nonconformity and re-deliver the deliverable to Customer within 15 days after receipt of the notice. Upon re-delivery, Customer shall have an additional Testing Period of 15 days to conduct Acceptance Tests. The Parties shall repeat the process until Customer has accepted the deliverable as set forth above. The deliverable will also be deemed accepted when the Customer makes the deliverable available to its end-user customers if Customer has not previously accepted the deliverable.

6. Project Administration for Customer and Evergent POCs

Status Reviews

Periodic status reviews shall be scheduled as necessary between the points of contact (POCs) identified by the Parties, but no less than once weekly. As a minimum, the weekly project status meeting will include a review of the Professional Service and any deliverables, identification of issues impacting the Project (e.g. project schedule, or resources, and documentation of agreements on project governance including issue resolution). Additional status reviews can be initiated by either Party and shall be scheduled at a time/venue mutually agreed upon by both Parties.

Project Management

Evergent will provide ongoing Project Management of its resources for the duration of the Professional Services. Evergent's POC is responsible for managing Evergent scope, approach, resources, schedule, and project management practices, to include.

Change Order Procedure

Evergent's provision of services beyond the scope/intent of this Part B will be set forth within a change request using the Change Control process in Exhibit C of the Agreement.

Exhibit B

Service Level Agreement

This Exhibit B (the “Exhibit”) establishes the service levels and maintenance and support applicable to the cloud-based services provided by Evergent to Customer (referred to as the “Services” in this Exhibit B).

1.0 Definitions

In addition to the terms defined in the body of this Exhibit, the following definitions apply to this Exhibit. Capitalized terms not defined in this Exhibit shall be defined as provided in the Agreement.

1.1. Available or Availability

Available or Availability means the time during which the Services perform the functions set forth in Exhibit A without the existence of a Severity Level 1 or Severity Level 2 issue.

Availability is calculated on a monthly basis in accordance with following formula:

$a = 100 \times (b - d) / (b - c)$, where:

"a" = the actual percentage of availability in such month;

“b” = total number of hours in the month

“c” = total number of hours of Excluded Outages

“d” = total number of hours of service unavailable

1.2. Unavailable or Unavailability

Unavailable or Unavailability means a Severity Level 1 or Severity Level 2 issue impacts the Customer’s end users’ use of the Services as reported by Customer and calculated per minute from time of report. Excluded Outages are not included in the calculation of Unavailability.

1.3. Excluded Outages

Excluded Outages means Unavailability resulting from any of the following:

- a Maintenance Window
- a Force Majeure
- faulty or missing material or failures at or outside of the Demarcation Points defined in Section 1.6 below.
- Customer-contracted systems from third parties.
- Customer-provided software, hardware, applications, equipment, facilities, or the like.
- the acts or omissions of Customer or any third party for which Customer is responsible.

1.4. Severity Levels

The following Severity Level definitions apply to this Exhibit:

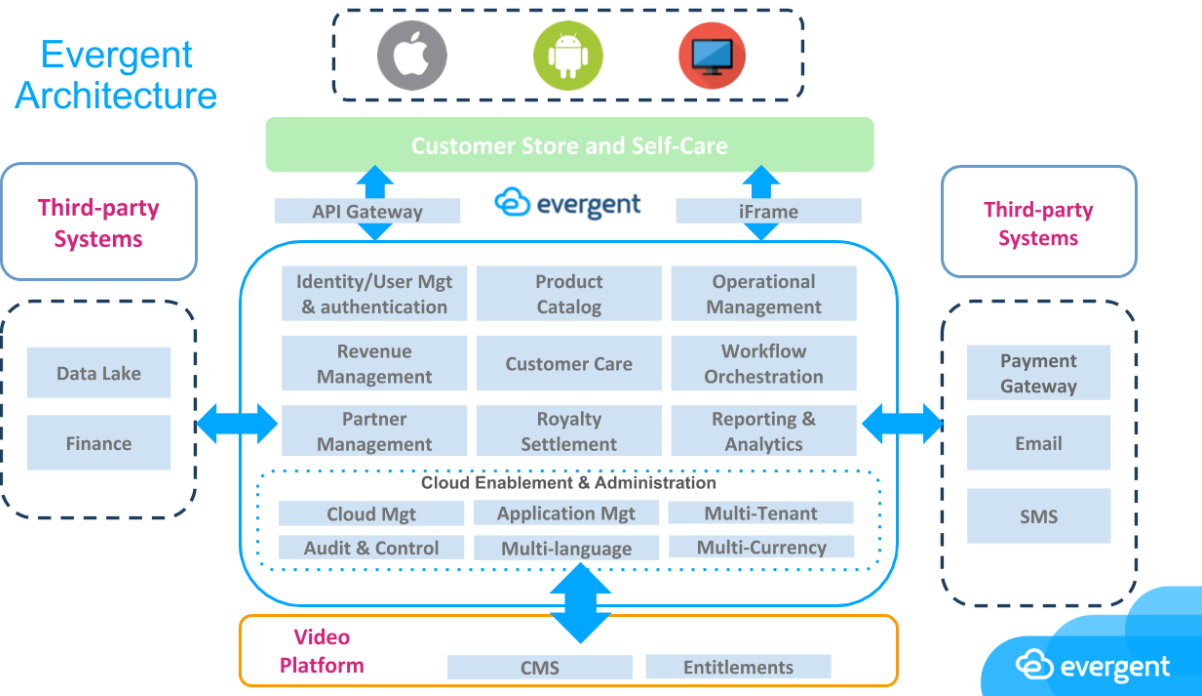
Severity Level	Description
1	End users of Customer are unable to conduct a transaction covered within the scope of the Services set forth in Exhibit A using the Services due to an error or defect in the Services and this inability is causing loss of revenue to Customer. Excluded Outages not included.
2	An error or defect in the Services (other than Severity Level 1) that results in a substantial loss of or delay in functionality of the Services for end users of Customer. Excluded Outages not included.
3	An error or defect in the Services (other than Severity Level 1 or 2) that results in a minimal loss of or delay in functionality of the Services for end users of Customer. Excluded Outages not included.
4	Change Requests

1.5 Maintenance Window

Maintenance Window means the time the Services are Unavailable in order for Evergent to perform normal or routine maintenance of the Hosted Service as described in Section 4.0.

1.6 Demarcation Point

Demarcation Point means the point at which a non-Evergent system or element interfaces with the Evergent platform as shown in the diagram below.



1.7 Service Request or SR

Service Request or SR means an incident report filed by Customer under Section 3.0.

2.0 Service Level Targets

Evergent will use commercially reasonable efforts to meet the following operating targets for the Services during each calendar month: (i) the Services operating free of Severity Level 1 or Severity Level 2 errors 98% of the time, and (ii) the Services operating free of Severity Level 1, Severity Level 2 or Severity Level 3 errors 95% of the time.

3.0 Support

Evergent will provide the following support services to Customer.

3.1 Service Request Handling

Evergent will provide telephone support and access to electronic support services via the Internet, including entry and review of Service Requests. Internet-based support services are available to an agreed list of Customer contacts twenty-four (24) hours per day, seven (7) days per week, including holidays, and include access to self-service support information and the ability to log SRs.

3.2 Classification

Service Requests will be classified according to the definitions of Severity Levels in Section 1.4.

The initial Severity Level will be set by Customer in the SR reporting the incident based on both the impact and urgency of the incident. Evergent may reclassify the Severity Level of an SR in its reasonable discretion after consultation with Customer. The Severity Level of an incident will be re-evaluated during

the incident lifecycle when the impact or urgency of the incident changes. In that event, Evergent may change the Severity Level of the SR in its reasonable discretion after consultation with Customer.

3.3 Evergent Response

For each Service Request, Evergent will:

- (i) confirm its receipt of the SR by electronic mail within the target response time periods set out in the table below. The confirmation shall contain an Evergent identification number as well as Customer’s SR identification number, to be used in the subsequent communication between Evergent and Customer,
- (ii) analyze the SR, verify the existence of the errors and note the Severity Level,
- (iii) advise Customer of any perceivable impact which a correction may have on the Services, and
- (iv) perform a root cause analysis for Severity Level 1 incidents and upon Customer’s written request for Severity Level 2 incidents.

3.4 Response times

Evergent will use diligent efforts to meet the target Response Times, Resolve Times and Final Remedy Times for each Severity Level set forth below.

Incident Severity	Service Measure	Performance Target Real Time	Performance
Severity Level 1 (always called in)	Response Time	< 2 Hours	≥95%
	Resolve Time	< 4 Hours	≥95%
	Final Remedy Time	2 Business Days	≥95%
	Time to Communicate Status Messages	< 2 Hours Between updates	≥95%
Severity Level 2 (always called in)	Response Time	< 8 Hours	≥95%
	Resolve Time	< 24 Hours	≥95%
	Final Remedy Time	7 Business Days	≥95%
	Time to Communicate Status Messages	< 2 Hours Between updates	≥95%
Severity Level 3	Response Time	next Business Day	≥95%

	Resolve Time	two Business Days	≥95%
	Final Remedy Time	five Business Days	≥95%
	Time to Communicate Status Messages	Not Applicable	

Response Time is the time period between Customer filing the Service Request and the initial contact from Evergent support under section 3.3 (i).

Final Remedy Time is the time between Customer filing the Service Request and the Final Remedy.

Resolve Time is the time between filing of the Service Request and the application of a workaround that reduces the impact of a Severity Level 1 or Severity Level 2 incident to Severity Level 3, or in the case of a Severity Level 3 incident, substantially eliminates the impact of the incident to end users of Customer.

Final Remedy is a solution to the incident that substantially eliminates the impact of the incident to end users of Customer.

Business Day is Monday through Friday in the Pacific Time Zone USA, excluding federal holidays in the USA.

4.0 Maintenance Windows

Except when not practical due to the circumstances, Maintenance Windows will be scheduled at times agreed to with the Customer. The Customer acknowledges that routine or normal maintenance may temporarily degrade the quality of the Services and/or cause a temporary outage of the Services.

Unless not practical, Evergent will provide 10 days written notification to the Customer of a Maintenance Window before scheduling a Maintenance Window that may impact the Services. Notice of a Maintenance Window may be provided to Customer’s designated point of contact.

5.0 Reporting

Evergent will provide to Customer an incident report for any Severity Level 1 issues within seven (7) working days of the incident being received and a monthly report tracking the status of all open issues.

Exhibit C

Any changes to a statement of work, to the exhibits of this Agreement, or any other issue which according to the foregoing shall be handled through the Change Control Procedure (a “Change”), will be agreed between the Parties in accordance with the procedures set out below. The manner of change will depend on the issue that is proposed to be changed.

1.1 Customer’s Request for Change

In the event Customer wishes to order a Change, it shall notify Evergent in writing specifying the Change in reasonable detail using the agreed change note form.

Evergent shall within fifteen (15) Business Days respond to Customer with an indicative response. If, due to the complexity of the requirement, the preparation of the response will take longer than fifteen (15) Business Days, Evergent will advise Customer of the number of Business Days required for the response. The response shall set out:

- the technical and operational consequences (including without limitation technical and operational feasibility) of the Change,
- the effect (if any) on Service Levels,
- the cost impact and, if applicable, any adjustment to the fees and charges,
- a plan for implementation of the requested Change, and
- other changes to the applicable documentation reason of the Change.

Customer shall within fifteen (15) Business Days after the receipt of Evergent’s response whether the Change shall be implemented, and, if so, the Parties shall take, and cause to be taken, all necessary actions (including documenting the Change) in order to implement the Change. No such Change may be implemented without a written change note signed by both Parties.

1.2 Evergent’s Request for Change

In the event Evergent wishes to propose a Change, it shall notify Customer in writing specifying the Change in detail, the impact it has on Service Levels and Service Charges, the technical consequences and any other known consequence expected to be of interest to Customer.

Upon approval by Customer, the Parties shall take, and cause to happen, all necessary actions (including documenting the Change) in order to implement the Change. No such Change may be implemented without a written change note signed by both Parties.