

Solodev Terms & Conditions

Last Revised: 1/1/2021



General

Master Agreement

THIS AGREEMENT SETS FORTH THE TERMS OF CUSTOMER'S USE OF PRODUCTS AND SERVICES ("SERVICES") PROVIDED BY SOLODEV.

BY PURCHASING OR USING SOLODEV PRODUCTS AND / OR SERVICES (SERVICES); BY EXECUTING AN ORDER; OR BY ACCEPTING THIS AGREEMENT; YOU AS THE "CUSTOMER" ("YOU", "YOUR", "CUSTOMER", "CLIENT", LICENSEE", "USER" OR "SUBSCRIBER") AGREE TO THE TERMS OF THIS AGREEMENT (THE "AGREEMENT") WITH SPACEMADE LLC, DBA SOLODEV ("SOLODEV", "LICENSOR", "US", "OUR"). IF CUSTOMER IS ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, CUSTOMER REPRESENTS THAT HE/SHE HAS THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "CUSTOMER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF CUSTOMER DOES NOT HAVE SUCH AUTHORITY, OR IF CUSTOMER DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, HE/SHE MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

IF CUSTOMER DOES NOT AGREE WITH ALL OF THESE TERMS, CUSTOMER WILL NOT BE ABLE TO PURCHASE OUR SERVICES.

BY ACCEPTING AND / OR USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AGREEMENT.

IF YOU REGISTER FOR A FREE TRIAL FOR OUR SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

This Agreement is the complete and exclusive agreement between Customer and Solodev regarding its subject matter and supersedes and replaces any prior agreement, understanding, or communication, written or oral.

Customers who are direct competitor of Solodev may not access the Services, except with Solodev's prior written consent. In addition, the Customer may not access the Services solely for purposes of monitoring their availability, performance, functionality, or for any other benchmarking or competitive purposes.

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This Agreement was last updated on January 1, 2021. It is effective between the Customer and Solodev, as of the date of Customer accepts this Agreement.

Definitions

"Acceptable Use Policy" means Solodev's Acceptable Use Policy which is expressly incorporated herein effective as of the date Customer signs or submits Order or starts utilizing Solodev Products and / or Services.

"ACH" means Automated Clearing House.

"Agreement" means this Master Agreement.

"Cancellation Date" is defined based on the Cancellation Request, product line and contract term. Typically, the cancellation date is 45 days after a written Cancellation request was received.

"Cancellation Request" means a service cancellation request completed by users by logging into their account and submitting request to cancel or sending a certified mail.

"Confidential Information" means all information disclosed by either party to the other, whether before or after the effective date of the Agreement, that the recipient should reasonably understand to be confidential, including without limitation: (a) for Customer, this includes but is not limited to, all information transmitted to or from, or stored on, Solodev's systems, (b) for Solodev, includes the Services and unpublished prices and other terms of service, audit and security reports, business, sales and marketing plans, technology and technical information, product plans and designs, and business processes, product development plans and designs, server configuration designs, and other proprietary information or technology, and (c) for both parties, information that is marked or otherwise conspicuously designated as confidential. Information that is developed by either party on its own, without reference to the other's Confidential Information, or that becomes available to either party other than through breach of the Agreement or applicable law, will not be considered "Confidential Information" of the other party.

"Contract Period" also referred to as "Contract Term" or "Agreement Term" means the duration of the initial Agreement and any "Renewal Contract Period" after the expiration of the "Initial Contract Period."

"Customer" means an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company

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or other legal entity, the company or other legal entity for which Customer is accepting this Agreement, and Affiliates of that company or entity which have entered into Order.

"Documentation" also referred to as "Solodev Help" means the applicable Services documentation, and its usage guides and policies, as updated from time to time, accessible via help.solodev.com or login to the applicable Service.

"EFT" means Electronic Fund Transfer.

"Initial Contract Period" is the initial period from the effective date which Customer selects within the Order and commits to receive Solodev Services.

"Malicious Code" means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

"Order" means either: (a) the online order that Customer submits to Solodev via the Solodev Website, (b) the online, electronic or paper order that Customer submits via 3rd party reseller; or (c) any other written order (either in electronic or paper form) provided to Customer by Solodev for signature that describes the Services Customer is purchasing, and that is signed by Customer, either manually or electronically.

"Renewal Contract Period" each contract term after the completion of the "Initial Contract Period", which is equal in length to the "Initial Contract Period" unless noted otherwise.

"Solodev" is defined conditionally as SpaceMade, LLC and may also be referred to as "Us", "We", "Our".

"Solodev Website" means Solodev's websites located at www.solodev.com.

"Services" means those Solodev products or services described in the Order.

"Third Party Products" means third party software, services, applications or products that are not developed by Solodev but may be provided to Customer under this Agreement.

"Third Party Providers" means certain reseller and other relationships that Solodev has established with certain commercial vendors.

"Users" means the Customer and the Customer's employees, agents, contractors, consultants, third parties or other users who obtain or in any way use Services from Solodev.

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1. SERVICES

For the fees stated in the Order, Solodev's proposal, on Solodev website or as specified herein, Solodev will use its best efforts to furnish during its normal operating hours the requested Services.

2. OBLIGATIONS

- **2.1. Solodev Obligations.** For all Orders accepted by Solodev and subject to this Agreement, Solodev agrees to provide the Services listed, subject to and in accordance with the Agreement.
- **2.2. Customer Obligations.** The Customer agrees to (a) be responsible for Users' compliance with this Agreement, Documentation and Orders, (b) be responsible for the accuracy, quality and legality of Customer's own data, and the means by which data was acquired, (c) use reasonable security precautions in light of Customer use of the Services and commercially reasonable efforts to prevent unauthorized access to or use of Services, (d) immediately notify Solodev of any unauthorized access or use of Customer account or any other breach of the security of the Services, (e) report any bugs, defects and deviation of the Services ("Defect") to Solodev in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to Solodev any useful information available to Customer for rectification of the Defect; (f) cooperate with Solodev's reasonable investigation of outages, security problems, and any suspected breach of the Agreement; (g) use Services only in accordance with this Agreement, Documentation, Orders and applicable laws and government regulations, and (h) comply with terms of service of any 3rd Party Providers with which Customer uses Services provided Solodev informs us of the terms of services, (i) pay when due all undisputed fees for the Services and applicable charges, (j) keep Customer's billing contact, information, and other account information up to date; (k) pay all applicable federal, state, and local sales, use, value added, surcharges, excise, license, and any other taxes assessed with respect to the Services; and (l) provide Solodev with accurate factual information to help Solodev determine if any tax is due with respect to the provision of the Services, and if Solodev is required by law to collect taxes on the provision of the Services, then Customer must pay Solodev the amount of the tax that is due or provide satisfactory evidence of Customer's exemption from the tax.

3. ACCEPTANCE

The Services will be deemed accepted once Customer accepts Services, incepts usage of Solodev Services, launches or in any way utilizes Solodev Services or fifteen (15) days after

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delivery, whichever occurs first. Solodev retains the right to each Service or Deliverable until full payment is received.

4. ACCEPTABLE USE POLICY

By agreeing to the terms and conditions of this Agreement, Customer agrees to Solodev's Acceptable Use Policy as set forth herein. This Acceptable Use Policy (the "AUP") governs the Customer's use of all products and services (collectively, the "Services") offered by Solodev, as may be further described in any written proposal submitted by Solodev to the Customer or any accepted service Orders. This AUP applies to the Customer and the Customer's employees, agents, contractors, or other users who obtain Services from Solodev (each such person or entity being a "User").

Solodev's services may only be used for lawful purposes. Users may not use Solodev's Services to engage in, foster, or promote illegal, abusive, or irresponsible behavior.

BY REGISTERING FOR AND USING THE SERVICES, THE CUSTOMER ACKNOWLEDGES THAT HE/ SHE HAS READ THIS AUP AND AGREE THAT ALL CUSTOMER'S USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS OF THIS AUP.

- **4.1. Intellectual Property Rights.** The Customer warrants, represents, and covenants to Solodev that: (a) the Customer is at least 18 years of age if an individual and possess the legal right and ability to enter into this Agreement; (b) the Customer and the Customer's Users will use the Services only for lawful purposes and in accordance with this Agreement; and (c) the Customer and the Customer's Users have obtained all license or other rights necessary to install or use any software or products in conjunction with use of the Services.

Customer shall have ownership of all images, User Data, website design and other Customer data stored in any Solodev databases.

- **4.2. Third Party Products.** For the Customer's convenience, Solodev may recommend to the Customer Third (3rd) Party Products through certain 3rd Party Providers. Solodev makes no representations nor warranties of any kind, express or implied, regarding any 3rd Party Products. For 3rd Party Products the Customer shall independently secure proper licensure and authorization to use such products in connection with this Agreement, as provided for herein. The Customer agrees that he/she will not (a) copy any license keys or otherwise decrypt or circumvent any license key, (b) remove, modify, or obscure any copyright, trademark, or other proprietary rights notices that appear on or during use of any 3rd Party Product, or (c) reverse engineer, decompile, or disassemble any 3rd Party Product, except to the extent that such activity is expressly permitted by the 3rd Party Provider or

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applicable law. The Customer agrees to observe the terms of any license or applicable end user agreement for 3rd Party Products that are made known to Customer by Solodev, and Solodev will not have any liability for the Customer's use of any 3rd Party Products.

Any acquisition by Customer of 3rd Party Products, and any exchange of data between the Customer and any 3rd Party Provider and 3rd Party Product is solely between the Customer and the applicable 3rd Party Provider. Solodev does not warrant or support 3rd Party Products, whether they are designated by Solodev as "certified" or otherwise, unless expressly provided otherwise in an Order.

If Customer chooses to use a 3rd Party Products with a Service, Customer grants Solodev permission to allow the 3rd Party Provider and its 3rd Party Products to access Customer Data as solely required for the interoperation of that 3rd Party Product with the Service provided such 3rd Party Provider is bound by the terms of confidentiality as set forth in this Agreement. Other than as result of Solodev's gross negligence acts or omissions or willful misconduct, Solodev is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such 3rd Party Product or its provider.

- **4.3. Security.** Solodev is not responsible for any security breaches, other than those arising out of to Solodev's grossly negligent acts or omissions or willful misconduct.

If the Solodev software fails to perform as warranted, Solodev shall replace or repair without charge to Customer; provided, however, that Customer has given written notice of such failure to perform within seven (7) days of the first occurrence.

- **4.4. Disaster Recovery.** Solodev shall, during the Term of this Agreement, and for each successive Renewal Term, use all reasonable commercial efforts to protect all Customer data from damage or loss by either intentional or unintentional events.

In the event of receipt by Solodev of a notice of a loss of data from Customer, Solodev will use commercially reasonable efforts in its reasonable discretion to response to critical issues including but not limited to disaster recovery procedures, unless Customer selects Critical Support Plan with guaranteed response times, Solodev will use commercially reasonable efforts to rescue and restore Customer data.

- **4.5. Usage Restrictions.** Customer will not (a) make any Service available to anyone other than Users, or use any Service for the benefit of, anyone other than Customer and authorized Users, unless expressly stated otherwise in an Order, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service, or include

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any Service in an outsourcing offering, (c) use a Service to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or its related systems or networks, (g) permit direct or indirect access to or use of any Service or Documentation in a way that circumvents a contractual usage limit, or use of any of Solodev Services in a manner that violates Solodev Acceptable Use Policy, or to access or use any of Solodev's intellectual property except as permitted under this Agreement, or an Order, (h) modify, copy, or create derivative works based on a Service or any part, feature, function or use interface thereof, (i) frame or mirror any part of any Service, other than framing on Customer's own intranets or otherwise for Customer's own internal business purposes, or (j) disassemble, reverse engineer, or decompile a Service, or access it to (1) build a competitive product or service, and as it specifically relates to Solodev software platform (2) build a product or service using similar ideas, features, functions or graphics of the Service, (3) copy any original ideas, features, functions or graphics of the Service or (4) determine whether the Services are within the scope of any patent. Any use of the Services in breach of this Agreement or Order, by Customer or Users that in Solodev's judgment threatens the security, integrity or availability of Solodev Services, may result in Solodev's suspension of the Services.

5. FEES & PAYMENTS

The services described in the Order Agreement (the Order) shall be performed for the service fee specified. Additional work requested by Customer and / or overages shall be subject to standard hourly rates as stated in Order.

Unused hours shall be void at the end of the contract term or upon termination.

Professional Services including but not limited to custom development and integration services are offered in pre-purchased blocks of hours with 10% allocable to project management and 10% allocable to quality assurance activities.

Customer shall submit milestone approvals within three (3) business days. Solodev shall not be responsible for Customer delays that fall outside of Solodev's sole control. In the event a project is delayed due to Customer caused delays, additional project management hours shall be required. Solodev makes no guarantees about any block of hours being sufficient for Customer's project initiative.

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Overages and additional requested hours shall be subject to additional blocks of hours or billed at standard hourly rate as noted within the Agreement or the Order.

All services are to be completed during regular business hours or shall be subject to emergency rates. Upon execution of the Agreement or the Order, Customer shall be charged by or pay to Solodev the fees specified in the Order or otherwise specified herein. Except as otherwise specified herein or in an Order, (i) fees are based on Services purchased and not actual usage, (ii) other than due to Solodev's intentional material breach or as otherwise set forth in this agreement, payment obligations are non-cancelable and fees paid are non-refundable, (iii) quantities purchased cannot be decreased during the Contract Period unless otherwise agreed upon by the parties, or (iv) Services purchased cannot be decreased nor downgraded during the Contract Period unless otherwise agreed upon by the parties.

All charges under this Agreement are due and payable on the due date of the invoices unless otherwise agreed to in writing.

Customer shall pay the Fees due within fifteen (15) days from the invoice date. If Customer's undisputed payment is overdue by fifteen (15) days or more, Solodev may suspend the associated Services and any other services Customer receives from Solodev on written notice. Solodev shall undertake collection efforts prior to suspension.

For credit card payments, Customer shall provide Solodev valid and updated credit card information. By providing credit card information to Solodev, Customer authorizes Solodev to charge such credit card for all Purchased Services listed in the Order for the Initial Contract Period and any subsequent, renewal Contract Period(s) unless terminated sooner. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order. Solodev accepts checks and electronic wire transfers. In the event Customers selects to pay via a credit card, processing fee of three percent (3%) shall be applied. Customer is responsible for providing complete and accurate billing and contact information to Solodev and notifying Solodev of any changes to such information.

Solodev fees do not include any taxes, levies, duties or similar governmental assessments of any nature. In addition to the fees specified in this Section, Customer shall pay the amount of any applicable federal, state or local sales, use, excise or similar taxes not measured by the income of Solodev or, in lieu thereof, Customer shall furnish to Solodev a properly executed tax exemption certificate.

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Payments are due fifteen (15) days of the date of invoice unless subject to legitimate dispute as to sums owed. Bills will be deemed delinquent and assessed \$85 charge if payment is not received within seven (7) days after the due date. If an amount remains delinquent more than fourteen (14) days after its due date, an additional ten percent (10%), or the highest rate allowable by law, will be added for each month of delinquency. Solodev shall notify Customer of past due balances and may suspend all Services to Customer until past due amounts are paid in full.

For monthly billing, unless otherwise agreed in the Order or modified via request, Services are billed, or credit card charged in advance on the first day of then current month and payments are due fifteen (15) days of the date of invoice.

For recurring services if extended contract period is selected, percent discounts may apply.

For one-time, non-recurring billing, unless otherwise agreed in the Order or modified via request, Services are billed one hundred percent (100%) on the Effective date for services less than \$25,000 and fifty percent (50%) in advance on the Effective Date and fifty percent (50%) on or around a date the Service is delivered for services more than \$25,000.

For annual billing, Services are billed upon receipt of the Order and then annually, on the first day of then current year.

The Customer will be responsible for any costs Solodev incurs in enforcing collection of any undisputed amounts due under this Agreement or the Order, including without limitation, reasonable attorney's fees, court costs, and collection agency fees.

The Customer will be responsible for costs due to insufficient funds and other charges that are incurred in connection with payment processing for the Customer's account. Solodev has the right to charge the Customer Non-Enough Funds (NSF) fees if the Customer's payment method is check and it was returned by the bank due to insufficient funds. The fee is Thirty-five dollars (USD \$35) in the United States.

If the Customer pays by credit card or ACH or EFT, then Solodev will charge the Customer's credit card or bank account (as applicable) to pay for any charges that may apply to the Customer's account. The Customer agrees to notify Solodev of any changes to the Customer's account, the Customer's billing address, or any information that Solodev may reasonably require in order to process the Customer's payments in a timely manner.

Upon expiration of the Initial Term, Solodev reserves the right to increase its fees 10% without notice or higher percentage with 15 day advanced notice year over year. Price

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increases will not affect Customers during their Initial Contract Term; however, may apply during any subsequent Renewal Terms.

All Services and deliverables, excluding any Customer or User data or other pre-existing intellectual property, confidential or proprietary information of the Customer and its Users, thereof remain the sole property of Solodev until a full payment is received.

If Customer continues to use any Services following termination or expiration of the Agreement or the Order, Customer shall be responsible for payment of Fees for such Services at Solodev's then-current market rates.

Unless otherwise agreed in the Order, if any of the Services are performed at Customer's premises, Customer agrees to reimburse Solodev for the actual substantiated out-of-pocket expenses of its Representatives plus ten percent (10%) processing fee.

6. REFUND AND DISPUTES

Other than upon termination of this Agreement due to Solodev's failure to perform or other uncured breach of Solodev's obligations set forth herein, or as otherwise expressly provided in this Agreement, all payments to Solodev are nonrefundable. Customer must report any overcharges or billing disputes to Solodev within thirty (30) days of the time of which the Customer became aware, or should have become aware, of the existence of the overcharge or dispute. Charges that are not disputed within thirty (30) days of the date charged or date bill was sent are conclusively deemed accurate.

7. MODIFICATIONS

Solodev may modify any of the terms and conditions contained in this Agreement at any time at its sole discretion. If the Customer does not agree to the terms of any modification, the Customer may terminate the Agreement without any further liability by providing written notice to Solodev within thirty (30) days of the posting of any modifications by Solodev.

Services can be upgraded to a higher level any time during the contract term but cannot be downgraded to a lower plan.

Any waiver by any of the parties hereto of an uncured breach or failure to perform shall not constitute a waiver of any subsequent breach or failure.

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8. REPRESENTATIONS, WARRANTIES, DISCLAIMERS AND LIMITATION OF LIABILITY

- **8.1. Representations.** Both parties represent that they have validly entered into this Agreement and have the legal power to do so.
- **8.2. Warranty.** Solodev warrants to Customer that during the Initial Term and each subsequent Renewal Term, (i) the Services will be performed in a timely and professional manner, and do not and shall not infringe upon any patent, copyright, trademark, trade secret or other proprietary right of any third party; (ii) Solodev represents and warrants that it will take reasonable commercial efforts to ensure the Services will be free from bugs and defects and any virus, worm, trap door, back door, Trojan Horse, timer or clock that would erase data or programming or otherwise cause the software to become inoperable or incapable of being used, or other similar harmful, disabling, or deleterious programming routines introduced by Solodev Services at the time work is delivered; (iii) Solodev will not materially decrease the overall security of the Services, (iv) the Services will be free from any substantial defects and perform materially in accordance with the applicable Documentation; (v) Solodev will maintain and protect the confidentiality of User Information in a manner consistent with applicable privacy laws, regulations, statutes and the privacy policy of Customer posted on Customer's website.

Notwithstanding anything in this Agreement to the contrary, in the event of any breach of this Agreement, Customer shall provide Solodev written notice with a description of such breach and Solodev shall have sixty (60) days to cure said breach.

Should the Services become, or, be likely to become the subject of an intellectual property claim, Solodev may, subject to Customer approval: (a) replace the Services without additional charge, with a compatible, functionally equivalent product or service; (b) procure for Customer at no cost to Customer, the right to continue to use the Services; or (c) replace and/or modify the Services to make it non-infringing.

- **8.3. Warranty Disclaimer.** Except as set expressly provided in Solodev's Agreement, or otherwise as a result of Solodev's grossly negligent acts or omissions or willful misconduct, Solodev is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure).

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, AND CONDITIONS OF ANY KIND OR NATURE WHATSOEVER, INCLUDING, WITHOUT

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LIMITATION, WARRANTIES RELATED TO ANY COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICES, INCLUDING, WITHOUT LIMITATION, ALL INFORMATION, CONTENT, AND OTHER SERVICES MADE AVAILABLE BY SOLODEV OR ANY THIRD-PARTY VENDORS ARE PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS AND NEITHER SOLODEV, ITS PARENT COMPANY, NOR THEIR AFFILIATES AND SUBSIDIARIES MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE SERVICES. FREE SERVICES AND BETA SERVICES ARE PROVIDED "AS IS," EXCLUSIVE OF ANY WARRANTY WHATSOEVER. EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY PROVIDERS.

Defects should be promptly reported via submitting electronic tickets to help@solodev.com.

8.4. Monitoring User Activity. Users voluntarily engage in the activity of Internet use and bear the risks associated with that activity. Solodev exercises no control over and expressly disclaims any obligation to monitor its customers and other Users with respect to breaches of this Agreement or any content of the information made available for distribution via the Services. In no event will Solodev, its parent company, and their affiliates and subsidiaries have any liability to Customer or any third party for unauthorized access to, or alteration, theft, or destruction of information distributed or made available for distribution via the Services through accident, or fraudulent means or devices other than as result of Solodev's grossly negligent acts or omissions or willful misconduct.

8.5. Interruption of Service. Neither party will be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due and payable hereunder) to the extent such failures or delays are proximately caused by causes beyond that party's reasonable control and occurring without its fault or gross negligence, including, without limitation, acts of God, government restrictions (including without limitation the denial or cancellation of any export or other necessary license), wars, insurrections, acts of terrorism, failure of suppliers, subcontractors, and carriers, or third party to substantially meet its performance obligations under this Agreement. Notwithstanding the foregoing, Customer may terminate the Agreement for any such interruption of Services that continues for more than thirty (30) consecutive days in any twelve (12) month period, except for force majeure events.

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In the event of any breach, Solodev shall be promptly notified by the Customer and allowed a sixty (60) day period to investigate and cure said breach. Solodev cannot guarantee that (a) access to the Services will be uninterrupted or error-free, (b) defects will be corrected, or (c) the Services will be secure if outside of Solodev's reasonable control.

8.6. Limitation of Liability. EXCEPT FOR A PARTY'S INDEMNIFICATION, CONFIDENTIALITY, DATA PRIVACY OBLIGATIONS UNDER THIS AGREEMENT, OR ANY CLAIMS INVOLVING GROSS NEGLIGENCE, RECKLESSNESS, WILLFUL MISCONDUCT, OR INTENTIONAL MATERIAL BREACH OF THIS AGREEMENT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY OR ANY USER OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS OR REVENUES OR COST OF REPLACEMENT SERVICES (WHETHER DIRECT OR INDIRECT) NOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND ARISING FROM THE USE OF THE SERVICES, EVEN IF SUCH PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR SOLODEV'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, SOLODEV'S AGGREGATE LIABILITY TO THE CUSTOMER TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY REASON AND UPON ANY CAUSE OF ACTION IS LIMITED TO THE CONTRACT PRICE DURING THE INITIAL CONTRACT PERIOD AND THEREAFTER LIMITED TO NO MORE THAN THE AMOUNT THE CUSTOMER ACTUALLY PAID TO SOLODEV UNDER THIS AGREEMENT DURING THE TWO (2) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM ACCRUED. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHER TORTS BUT WILL NOT LIMIT THE CUSTOMER'S AND HIS/HER AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES & PAYMENTS" SECTION ABOVE.

THE FEES FOR THE SERVICES SET BY SOLODEV UNDER THIS AGREEMENT OR IN THE ORDER HAVE BEEN AND WILL CONTINUE TO BE BASED UPON THIS ALLOCATION OF RISK. NOTHING IN THIS AGREEMENT IS INTENDED TO EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY WITH RESPECT TO THOSE LIABILITIES THAT CANNOT BE LEGALLY EXCLUDED OR LIMITED EVEN IF ANY OTHER PROVISION MAY SUGGEST OTHERWISE.

EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS

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AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. MUTUAL INDEMNIFICATION

- **9.1. Customer Indemnity.** To the extent permitted by law, the Customer agrees to indemnify, defend, and hold harmless Solodev, its parent company, and their affiliates and subsidiaries, and all employees, officers, directors, partners, representatives or any such entity, from and against any and all third party claims, demands, damages, losses, liability, causes of action, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by Solodev, provided Solodev (a) promptly gives Customer written notice of the Claim, (b) gives Customer sole control of the defense and settlement of the Claim, and (c) gives Customer all reasonable assistance, arising out of (i) any breach or violation of this Agreement or Order; (ii) unlawful acts or usage (iii) unauthorized or unlawful use or application of 3rd Party Products; or (iv) infringement or misappropriation of third party's intellectual property rights by the Customer, the Customer's Users, or the Customer's customers. Customer will indemnify Solodev from any damages, attorney fees and costs finally awarded against Solodev as a result of, or for any amounts paid by Solodev under a settlement approved by Customer in writing of, a claim against Solodev.
- **9.2. Solodev Indemnity .** Solodev agrees to indemnify, defend, and hold harmless Customer from and against any and all third party claims, damages, losses, liability, judgments, costs, or expenses (including, without limitation, reasonable attorney's fees) asserted against or suffered by Customer arising out of (i) any breach or violation of this Agreement or Order; (ii) unlawful acts or usage, (iii) any claim alleging that the Services as provided by Solodev infringe any third party's intellectual property rights; provided Customer (a) promptly gives Solodev written notice of the Claim, (b) gives Solodev sole control of the defense and settlement of the Claim, and (c) gives Solodev all reasonable assistance. If Solodev receives information about an infringement or misappropriation claim related to a Service, Solodev may at its own discretion and at no cost to Customer (i) modify the Services so that they are no longer claimed to infringe or misappropriate, without breaching Solodev warranties, (ii) obtain a license for Customer's continued use of that Service in accordance with this Agreement, or (iii) terminate Customer Services upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Service and fully cooperate with Customer, to provide available backups and data in a usable format. The above defense and indemnification obligations do not apply if (1) the allegation does not state with

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specificity that Solodev Services are the basis of the Claim; (2) a Claim arises from the use or combination of our Services or any part thereof with software, hardware, data, or processes not provided by Solodev, if Solodev Services or use thereof would not infringe without such combination; (3) a Claim arises from Services under an Order for which there is no charge; (4) a Claim arises from Third Party Provider or Customer's use of the Services in violation of this Agreement or applicable Order.

The requirement to give notice shall not limit the indemnity except to the extent customer is prejudiced thereby.

- **9.3. Exclusive Remedy.** Except as otherwise provided in this Agreement, this Section 9 states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section 9.

10. TERM & TERMINATION

- **10.1. Term of Agreement.** This Agreement will be for the "Initial Contract Period" as further described in the Order and any Subsequent Renewal Contract Period. Unless otherwise agreed in the Order or modified via request, the term of this Agreement shall commence on the Effective Date, as stated in the Order, and shall continue until project completion or for a period of twelve (12) months, whichever occurs first for one time-services or for a period of twelve (12) months for recurring services, unless a longer term is selected within the Order. If no term is listed in the Order, then the Contract Period will be twelve (12) months. In the event, Customer elects not to renew recurring services for subsequent Renewal Contract Periods, which will be equal in length to the Initial Contract Period, Customer shall submit an advanced written notice at least forty-five (45) days prior the expiration of then current contract term. In the event the Agreement is cancelled without cause, the full payment for the remainder of the current Contract Period shall be due immediately.

At the end of the Initial Contract Period, the term of the Agreement shall automatically renew for additional Contract Periods, also called Renewal Contract Period, each equal in length to the Initial Contract Period unless terminated sooner per "TERM & TERMINATION" Section of this Agreement, exclusive of any applicable discounts applied within the Initial Contract Period. The Service pricing during any renewal term will increase by up to ten percent (10%) above the applicable pricing in the prior Contract Period, unless Solodev provides Customer notice of different pricing at least thirty (30) days prior to the applicable Renewal Contract Period. Except as expressly provided in the applicable Order, renewal of promotional or one-time priced subscriptions will be at Solodev's applicable list price in effect at the time

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of the applicable renewal.

Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's Service pricing.

10.2. Termination. This Agreement may be terminated in one of the following ways: (i) by the Customer without cause and for convenience by providing the advanced written Cancellation Request as provided in this Agreement; (ii) by Solodev without cause by providing Customer with a written notice at forty-five (45) days prior to the termination date; (iii) by Solodev upon a breach by Customer of its payment obligations; (iv) by Customer or Solodev, if a party commits intentional material breach of or fails to perform any obligations under this Agreement any other Agreement between the parties and has not cured such breach or failure within fourteen (14) days of receiving written notice from the terminating party specifying such breach or failure; or (v) upon the occurrence of any one or more of the following events of default: (1) the entering into or filing by Customer of a petition, arrangement or proceeding seeking an order for relief under applicable bankruptcy or insolvency laws, an assignment for the benefit of its creditors, readjustment of debt or Customer's dissolution or liquidation; (2) the filing or commencement against Customer of any application, petition, action, or other proceeding seeking any of the relief, actions, or status described in subparagraph (1) hereof and the entering of a judgment, decree or order for relief granting any such relief, action or status which remains undismissed for a period of thirty (30) days or more; or (3) the insolvency of Customer; or (4) as otherwise provided in this Agreement.

10.3. Termination Liability or Refunds. Upon termination, all rights and obligations of the parties shall immediately terminate, except for (1) Customer's obligation to provide evidence of license removal from all Servers. Customer shall be responsible for license payment until said evidence is delivered and pay for all products and services utilized at then current market rates; (2) Customer's obligation to pay any charges due for the entire Contract Term. The full contract amount as well as all services in progress, pending or completed shall be due immediately. For the sake of clarity, in the event the Agreement is terminated for Convenience by Customer, unless otherwise stated in the Agreement or the Order, Customer may terminate all or part of any Order for convenience at any time by giving Solodev at least forty-five (45) days advance written notice; subject to an early termination fee equal to the monthly recurring Fee time the number of months remaining in the then current term of the Order for the Services that have been terminated.

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In the event the Agreement is terminated before the end of the Contract Period by the Customer for any other reason than Solodev's breach of this Agreement, the Customer shall be also required to pay the difference between the discounted rates for the Services listed in the Order, and the rate of the Services prior to any promotions and discounts being applied.

If this Agreement is terminated by Solodev for convenience or by Customer due Solodev's breach of this Agreement, Solodev will refund Customer any prepaid fees covering the remainder of the term of all Orders after the effective date of termination. In no event will termination relieve Customer from their obligation to pay any fees payable to Solodev for the period prior to the effective date of termination.

10.4. Surviving Provisions. The sections titled "Fees & Payments," "Proprietary Rights and Licenses," "Refund and Disputes", "Representations, Warranties, Disclaimers and Limitation of Liability", "Mutual Indemnification", "Termination Liability or Refunds", "Surviving Provisions", "Data Retention", "Proprietary Rights", "Confidentiality," and "General Provisions" will survive any termination or expiration of this Agreement.

11. DATA RETENTION

Solodev shall not be required to retain any data stored on Solodev's systems or servers following expiration or termination of the Agreement. Solodev may delete such data seven (7) days following termination by either the Customer or Solodev. Unless the Agreement is terminated by Solodev without cause, or otherwise terminated by Customer for cause, Customer will be responsible for all reasonable labor and material costs associated with the manual process of data transfer from Solodev to Customer in a usable format. Solodev and Customer will create mutually agreeable backup procedures that will be followed by Customer.

12. PROPRIETARY RIGHTS

Subject to the limited rights expressly granted hereunder, Solodev and its affiliates and licensors reserve all right, title and interest in and to the Services, excluding any Customer or User Data or other confidential or proprietary information of the Customer or its Users, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein. Customer hereby grants Solodev and its affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into Solodev's services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of Solodev Services.

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Unless otherwise specifically stated in the applicable Order, and excluding any Customer IP, as between the parties, Solodev shall own all Intellectual Property created in providing the Services or contained in the Deliverables.

13. CONFIDENTIALITY

Any Confidential Information disclosed by one party ("Disclosing Party") to the other party ("Recipient") in connection with this Agreement that is marked confidential or that due to its character and nature, a reasonable person under like circumstances would treat as confidential will be protected and held in confidence by the Recipient. The Recipient will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Recipient containing protections not materially less protective of the Confidential Information than those herein. Disclosure of the Confidential Information will be restricted to the Recipient's employees, contractors, affiliates, or agents (including outside counsel and consultants) on a "need to know" basis in connection with the services, who are bound by confidentiality obligations no less stringent than these prior to any disclosure. Neither party will disclose the terms of this Agreement or any Order to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section.

Notwithstanding the foregoing, Solodev may disclose the terms of this Agreement and any applicable Order to a subcontractor or 3rd Party Provider to the extent necessary to perform Solodev obligations to Customer under this Agreement, under terms of confidentiality materially as protective as set forth herein.

Each party may disclose Confidential Information relating to the Services to providers of goods and services for the engagement to the extent such disclosure is necessary and reasonably anticipated. Confidential Information does not include information which: (i) is already known to Recipient at the time of disclosure; (ii) is or becomes publicly known through no wrongful act or failure of the Recipient; (iii) is independently developed by Recipient without benefit of Disclosing Party's Confidential Information; or (iv) is received from a third party which is not under and does not thereby breach an obligation of confidentiality. Each party agrees to protect the other's Confidential Information at all times

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and in the same manner as each protects the confidentiality of its own proprietary and confidential materials, but in no event with less than a reasonable standard of care. A Recipient may disclose Confidential Information to the extent required by law, provided the Recipient gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Recipient is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Recipient for its reasonable cost of compiling and providing secure access to that Confidential Information. This disclosure does not relieve Recipient of its confidentiality obligations with respect to any other party.

14. GENERAL PROVISIONS

This Agreement and each particular Order (if applicable) constitute the entire Agreement between the parties with respect to Solodev Services. The Customer and Solodev are independent contractors and this Agreement does not establish any relationship of partnership, joint venture, employment, franchise, fiduciary or agency between the parties. The parties agree that any term or condition stated in Customer purchase order or in any other of Customer order documentation (excluding Order(s)) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order, and (2) this Agreement, and (3) the Documentation.

Customer agrees that Solodev may publicly disclose that it is providing Services to Customer and may use Customer's name and logo to identify Customer in promotional materials including press releases.

To the extent any portion of this Agreement is determined to be invalid, illegal or unenforceable by a court of competent jurisdiction, such invalidity, illegality or unenforceability will not invalidate this Agreement as a whole, but only that specific portion held to be unenforceable, and all other terms and conditions contained in this Agreement will remain in full force and effect.

Any provision of this Agreement that, by its nature, is applicable to circumstances arising after the termination or expiration of this Agreement will survive such termination or expiration and remain in full force and effect, and no termination or expiration of this Agreement will relieve either party from any liability arising out of any uncured breach of this Agreement occurring prior to said termination or expiration.

The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving

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party. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Neither Party may sell, assign or transfer any rights or obligations hereunder, nor delegate any duties under this Agreement whether by operation of law or otherwise, either in whole or in part, without the prior written consent of the other Party, (consent not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (together with all Orders), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, Solodev will refund to Customer any prepaid fees allocable to the remainder of the term of all Services for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

Solodev and Customer agree that, except as otherwise expressly provided in this Agreement, the Order, or the terms and conditions of use of any Third-Party Products, there will be no third-party beneficiaries to this Agreement. With respect to Services rendered by Solodev, this Agreement will be governed by, and construed in accordance with, the laws of the state of Florida and venue for all disputes arising out of or related to this Agreement will be brought exclusively in the Orange County, Florida court, and all parties to this Agreement consent to the jurisdiction of such court.

The Services and other technology Solodev makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use any Service in a U.S. embargoed country or in violation of any U.S. export law or regulation.

You agree that you, the Customer, have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Solodev's employees or agents in connection with this Agreement.

Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Solodev at info@solodev.com

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This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Customer may not transfer, assign or otherwise dispose of any of the rights and obligations granted or imposed upon it under this Agreement without the prior written consent of Solodev, such consent not to be unreasonably withheld or denied.

Unless otherwise specified herein, all notices, demands, requests or other communications required or permitted under this Agreement will be deemed given when delivered personally, sent and received by return receipt email, (except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices), the day of sending by email, or upon receipt of delivery of overnight mail and shall be effective as of the date stated on the confirmation of receipt.

Software

The following Terms and Conditions shall be appended to the General Terms and Conditions as listed herein and as posted on our website

at: <https://www.solodev.com/terms> for any and all software related activities, usage, and purchases.

1. FREE TRIALS

With our free trial, you can test Solodev platform for a certain period of time. Simply sign up for the plan of your choice, validate your billing information and your Free Trial begins! For subscriptions made directly from our partners or 3rd party providers, certain 3rd party fees may still be applicable. Please refer to their terms, pricing and sale details for more information.

Please note that if you have not cancelled your account before the end of your trial, your account will automatically renew, and your card will be billed. You can cancel your subscription at any time by logging into your account.

- **1.1. Free Trial Period.** Free trial period will end at the same hour that it opens. For example, if you open your account at 10:00AM on Monday morning, for fourteen (14) day long trials, your account would be processed for billing at 10:01AM, fourteen (14) days later.
- **1.2. Authorization charge to ensure validity.** We place a \$1 hold to ensure your credit card is valid. Your card won't actually be charged until the end of the trial, and not at all if you cancel during the free trial period. If cancelling, please do so at least twenty-four (24) hours prior to the ending date and time of your free trial.

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2. SUBSCRIPTIONS

- **2.1. When am I charged?** Plans are invoiced and charged monthly and will renew automatically on the same day of each month. For plans with a free trial option, the first payment will be due the day after the expiration of your trial. Remember, you can cancel anytime.
- **2.2. Cancellation of Subscription.** In the event that the Customer would like to cancel their subscription they must inform Solodev of their intention to cancel their subscription at least seven (7) days before the next scheduled payment in their billing cycle to avoid being charged for the following month. Your subscription can be cancelled anytime in the “My Account” section of your Solodev account. Your account access will then terminate at the end of that billing period. If cancelling during the free trial period, please do so at least twenty-four (24) hours prior to the ending date and time of your free trial. If you experience any issues cancelling your subscription, please notify us at help@solodev.com with “Cancellation Request” in the subject line. We are unable to process refunds if more than twenty-four (24) hours lapsed since the renewal of your subscription.
- **2.3. Changing Subscription.** You can change your subscription anytime in your Solodev account.
- **2.4. Monthly Invoicing.** Monthly invoices will be available and printable within your Solodev account.

3. REFUND POLICY – 24 HOURS

Refunds can be requested within twenty-four (24) hours of the latest payment processing by emailing help@solodev.com for a full refund if you choose to cancel your subscription. It may take seventy-two (72) hours for your refund to be reflected on your credit card statement and more time for international cards. After twenty-four (24) hours of the latest payment processing, payments can no longer be refunded.

BY ACCEPTING AND / OR USING SOLODEV PLATFORM, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT AND AGREE THAT YOU AND YOUR USERS WILL BE BOUND BY ALL TERMS AND CONDITIONS ATTACHED HERETO AND AGREES TO BE BOUND BY THEM.

4. LICENSE

This license agreement governs your use of the Solodev software. By installing and using this software, whether installed by Solodev, you, other employees, contractors or service providers, you are accepting the terms of this agreement. Licensor grants to Licensee a nonexclusive, nontransferable license to use the Software, as defined on the face hereof; or within the Order; or as selected on Solodev website; or as selected on Solodev's Partner/Reseller websites, in hosting data at the number of CPUs, servers and/or nodes

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licensed (the “License”). Each License can only be installed on one server and cannot be transferred at any time.

Unless specifically permitted by this Agreement or the Order, or expressly approved in writing by Solodev, Licensee may not (a) transfer, share, distribute, rent, lease, sell, sub-license or copy the Software; (b) provide access to the Software to a third party; (c) modify, prepare derivative works from, reproduce, translate, reverse engineer, disassemble or decompile the Software and/or proprietary functionality including but not limited to modules (“managers”), forms, custom integrations, etc. developed for Customer, or transmit it electronically by any means; (d) seek to obtain the source code; (e) use the Software in multiple computer or multiple user arrangements unless that use is covered explicitly by this License or an individual license for each computer or use; (f) transfer username, password, or respective credentials, or lend or otherwise transfer use or access to Software to any third party; (g) make content available or use Software for the benefits of a third party or anyone other than Customer; (h) remove or obscure any proprietary or other notices contained in the Software; (i) incorporate the Software into a product or service that Customer provides to a third party; (j) encourage or assist any third party to do any of the foregoing. Any use of the Software by Customer or users in breach of the foregoing that, in Solodev’s judgment, threatens the security or integrity of Solodev’s Software and/or Services, may result in immediate suspension of the Services.

In addition, Licensee is responsible for: (a) maintaining the confidentiality of username, password, and any credentials to access Software; and (b) all interaction with Software that occurs in connection with his/or username and password.

All right, title and interest in and to the Software remains with Licensor and, if applicable, its licensors. The Licensee and those of its employees and agents who need access to the Software agree to use and protect the Software in accordance with all of the terms of this Agreement, unless otherwise indicated on the face of this Agreement.

5. FEE AND PAYMENT TERMS

Upon execution of this Agreement, Licensee shall pay to Licensor the fees specified on the face hereof; specified within the Order; or otherwise specified herein. Customer shall be limited to the number of resources specified within the Order and shall be subject to overages in the event additional resources are requested or utilized. Unused resources shall be void at the end of each term or upon termination.

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6. OBLIGATIONS

- **6.1. Solodev Obligations.** For all Orders accepted by Solodev and subject to this Agreement, Solodev agrees to provide Software License and the applicable support listed if chosen, subject to and in accordance with Solodev's Service Level Agreement.
- **6.2. Customer Obligations.** The Customer agrees to (a) pay when due the fees for the applicable charges; (b) use reasonable security precautions in light of Customer use of the License; (c) cooperate with Solodev's reasonable investigation of security problems and any suspected breach of the Agreement; (d) provide evidence of license removal from all servers upon termination. Customer shall be responsible for license payment until said evidence is delivered and pay for all products and services utilized at then current market rates; (e) report any bugs, defects and deviation of the Services ("Defect") to Solodev in writing without undue delay and shall submit a detailed description of the Defect or, if not possible, of the symptoms of the Defect. Customer shall forward to Solodev any useful information available to Customer for rectification of the Defect; (f) provide Solodev with written notification of all internal initiatives that will increase traffic (DDOS test, Pen Test, etc.) at least 15 days in advance.

7. SECURITY

The Software contains proprietary and confidential information of Licensor and, if applicable, its licensors, and is protected under United States copyright law and trade secret laws of general applicability. Licensee agrees to use its best efforts to prevent, and protect the contents of the Software from, use by or disclosure to any third parties. Licensee agrees to take no action which may infringe upon the copyright and other rights Licensor and, if applicable, its licensors have with respect to the Software. Licensee agrees not to use or attempt to use the Software for any illegal purpose or in any manner inconsistent with any applicable federal, state or other law, rule or regulation.

8. WARRANTY, WARRANTY LIMITATIONS AND WARRANTY DISCLAIMER

- **8.1. Warranty.** Licensor warrants that the Software will perform in all material respects in accordance with the description and that the Software will be free from defects in material and workmanship under normal, proper and intended usage for the duration of a SaaS subscription or for sixty (60) days from installation for non-SaaS enterprise licenses. Licensor warrants that the Software at the time of purchase will be free of malicious code and disabling code, including viruses and Trojans, and shall not infringe on the intellectual property rights of any third party. Except as provided in the preceding sentence, Licensor does not warrant the use of the

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Software will be uninterrupted or error free. For SaaS licenses, the Licensee's sole and exclusive remedy and Licensor's maximum liability shall be a refund of the fee collected from Licensee during thirty (30) days immediately preceding the date on which the claim accrued. This limited warranty shall not apply to any error or failure resulting from (i) machine error, (ii) Licensee's failure to follow operating instructions, (iii) negligence or accident, or (iv) unauthorized modifications to the Software by any person or entity other than Licensor, unless otherwise approved by Licensor (v) any attempt at reverse engineering by the Licensee or any employee or agent of Licensee, (vi) software or hardware not provided by Licensor, (vii) electrical malfunctions or (viii) any other cause external to the Software. Any repairs or corrections made by Licensor for such problems will be billed at Licensor's standard time and material charges, plus reasonable and necessary out-of-pocket expenses. Data integrity, storage and backup are the sole responsibility of the customer. In the event of a breach of warranty, Licensee's remedy is repair of all or any portion of the Software, or replacement of the Software. If such remedy fails of its essential purpose, Licensee's sole and exclusive remedy and Licensor's maximum liability shall be a refund of the paid purchase price for the defective Software only and Licensee may terminate this Agreement with no additional liability to Licensor. This limited warranty is only valid if Licensor receives written notice of breach of warranty no later than thirty days after occurrence of the triggering event. Upon expiration of the warranty period, Licensee (and not Licensor or its licensors) assumes the entire cost of all necessary servicing, repairs or corrections pursuant to the terms and conditions of the Service Level Agreement.

- **8.2. Limitation of Warranties and Liability.** EXCEPT AS SET FORTH IN SECTION 8.1 ABOVE, THE SOFTWARE IS SOLD "AS IS" AND WITHOUT ANY WARRANTIES AS TO THE PERFORMANCE, MERCHANTABILITY, DESIGN, OR OPERATION OF THE SOFTWARE. NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS OFFERED. EXCEPT AS DESCRIBED IN SECTION 8.1, ALL WARRANTIES EXPRESS AND IMPLIED ARE HEREBY DISCLAIMED. NEITHER LICENSOR OR ITS SUPPLIERS, NOR LICENSEE, SHALL BE LIABLE FOR ANY LOSS OF PROFITS, LOSS OF BUSINESS OR GOODWILL, LOSS OF DATA OR USE OF DATA, LOSS OF DATAFILES, PROGRAMS OR OPERATING SYSTEMS, INTERRUPTION OF BUSINESS NOR FOR ANY OTHER INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND UNDER OR ARISING OUT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE USE OR PERFORMANCE OF THE SOFTWARE, HOWEVER, CAUSED, WHETHER FOR BREACH OF WARRANTY, TORT, NEGLIGENCE, OR OTHERWISE, EVEN IF LICENSOR OR ITS REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS.
- **8.3. Warranty Disclaimer.** Solodev warrants to Customer that the software license will be delivered, and all software deficiencies will be resolved in a timely and professional manner. Except as set expressly provided in Solodev's Agreement,

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Solodev is not liable for any delay or failure to perform its obligations under this Agreement, where the delay or failure results from any act of God or other cause beyond its reasonable control (including, without limitation, any mechanical, electronic, communications, or third-party supplier failure)

Solodev is not responsible for any security breaches. If the Customer's server is responsible for or involved in an attack on or unauthorized access into another server or system, then the Customer will notify Solodev immediately, and Solodev will have the right to respond accordingly, including without limitation the right to identify, isolate, and block the source of the attack.

From time to time, we may apply upgrades, patches, bug fixes, or other maintenance to the Services ("Maintenance"). We agree to use reasonable efforts to provide you with prior notice of any scheduled Maintenance (except for emergency Maintenance), and you agree to use reasonable efforts to comply with any Maintenance requirements that we notify you about.

9. SOLODEV PLATFORM - SERVICE ADD-ONS

- **9.1. HelpDesk, Infrastructure Support & Software Maintenance**

Unless listed within the Agreement or the Order, assistance with application of software updates, HelpDesk, technical support and infrastructure support are optional services and are subject to additional annual cost.

- **9.2. Critical Support with Service Level Agreement (SLA)**

- **9.2.1 Service Level Agreement.** Customer shall have the option to purchase Critical Support Services with Service Level Agreement (SLA) for guaranteed response times. HelpDesk plan is required in order to select a Critical Support option.

Upon receipt of a ticket, the Solodev support team will respond to that request within the selected support level. These levels represent response times only. As each situation varies, Solodev cannot guarantee issue resolution in a specified time frame. All work associated with resolving critical care requests shall be handled via the Customer's HelpDesk plan.

Unless Critical Support plan is selected, Solodev provides services without any SLA guarantees during regular business hours (Mo – Fri: 8:30 am – 17:00 pm ET), except for Holidays.

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Solodev observes the following Holidays: New Year's Day, Martin Luther King Jr. Day, Presidents Day/Washington's Birthday, Good Friday, Memorial Day, Independence Day (4th of July), Labor Day, Columbus Day, Veterans Day, Thanksgiving, Day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve. If the Holiday falls on a Saturday, Solodev observes the Holiday on the preceding Friday. If the Holiday falls on a Sunday, Solodev observes the Holiday on the subsequent Monday.

Emergency/After Hour Services: Requests that fall outside of business hours are subject to the emergency hourly rate as listed within the Order or double the standard hourly rate if no emergency rate is listed.

- **9.2.2 Remedy.** As an essential part of the Agreement, the liquidated damages payable under the SLA(s) shall be the credits stated in any applicable SLA(s) which are Customer's sole and exclusive remedy for Solodev's failure to meet those guarantees for which credits are provided; and the parties agree that the credits are not a penalty, are fair and reasonable and represent a reasonable estimate of loss that may reasonably be anticipated from any breach.

In the event selected SLA is not met in a given month, Customer is entitled to a credit of two hundred fifty dollars (\$250) per event, up to one hundred percent (100%) of their monthly recurring SLA fee for any given calendar month. Customer shall not be entitled to a credit if the event giving rise to the credit occurred ("Event") because of the unavailability of their AWS Services or because of Solodev's inability to access Customer's AWS account. Customer shall not be entitled to a credit during the on-boarding phase and no tests or practice issues shall be subject to any credits. Customer must request a credit within seven (7) days following the event giving rise to the credit. No credit shall be due if the credit would not have accrued but for Customer's action or omission.

- **9.3. Chronic Failures.** In the event Solodev, with respect to the platform, experiences six (6) or more Service level failures with respect to the same critical service within a rolling six (6) month period, then Customer may immediately Terminate the Services under this Agreement as of the date specified in the notice of termination without payment of any additional fees and Solodev shall return any unearned portion of the fees on a pro-rata basis. In no event will termination relieve Customer of its obligation to pay any fees payable to Solodev for the period prior to the effective date of termination. Solodev shall be immediately notified by Customer about each chronic failure so that Solodev can investigate and determine the root cause of said failure. This Section "Chronic Failures" only applies to chronic failures caused by

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Solodev's acts or omissions. Chronic failures that fall outside of Solodev's sole control including but not limited to failures related to 3rd Party products and / or services, including but not limited to hosting & infrastructure, shall not be construed as Solodev Services level failure.

- **9.4. Support Classification**
 - **9.4.1. Critical.** Your production system is inoperative, your business operations or productivity are severely impacted with no available workaround, or there is a critical security issue.
 - **9.4.2. Non-critical.** Your production system is operating, and you experience an issue.
 - **9.4.3. High urgency.** The issue is causing significant disruption of your business operations; a workaround is inadequate.
 - **9.4.4. Low urgency.** The issue is a minor inconvenience and does not impact business operations in any significant way; issues with little or no time sensitivity.
- **9.5. Term for Add-On Services.** Add-On Services start as of the Effective Date and continue for twelve (12) months unless a longer term is selected.

AWS Software and Support

The following Terms and Conditions shall be appended to the General Terms and Conditions as listed herein and as posted on our website at: <https://www.solodev.com/terms> and to the Additional Terms And Conditions – Software as listed herein and posted on our website at: <https://www.solodev.com/terms/additional-terms-and-conditions-software.stml> for any and all software related activities, usage, and purchases made directly via our Partner Portal – [AWS Marketplace](#).

1. GENERAL

Amazon Web Services (AWS), a leader in the cloud with more than one (1) million users, provides businesses and developers around the world with highly reliable and secure technology infrastructure so they can instantly acquire compute power, storage, and other on-demand services in the cloud.

The Solodev Cloud infrastructure puts the platform and content closer to your customers. Available in multiple regions around the world, Solodev Cloud provides unsurpassed performance, redundancy and uptime. Customers that choose our state-of-the art, secure cloud infrastructure to host their deployment of Solodev CMS take advantage of the power of Amazon Web Services (AWS), the industry's premier solution for highly available, scalable, and secure environments, all monitored 24/7/365.

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2. AVAILABILITY ZONES

By leveraging AWS, Solodev CMS Cloud provides a secure infrastructure across major regions and availability zones - ensuring that someone always has your back. We can deploy your instance in any one of the following geographic regions:

- **North and South America:** Oregon, Virginia, Sao Paulo
- **Europe:** Dublin, Frankfurt
- **Asia-Pacific:** Tokyo, Singapore, Sydney

3. HIGH AVAILABILITY

With multiple availability zones in a single region, as well as server redundancy for each layer of the technology stack, customers can attain extremely high levels of availability. For example, a high capacity event that could potentially degrade site access can trigger extra web servers operating round-robin, including reserve capacity in the second availability zone; a fully redundant le system in the second availability zone that is constantly syncing; master-master replication for database pairs; and a secondary load balancer in a redundant environment.

Additionally, customers with the highest availability requirements can take advantage of hot standby sites in alternate regions to provide live failover capabilities for disaster recovery.

4. OTHER INFORMATION:

- **4.1.** [Solodev on AWS Marketplace](#)
- **4.2.** [Amazon Compute Service Level Agreement](#)
- **4.3.** [AWS Service Level Agreements \(SLAs\)](#)
- **4.4.** [AWS Overview of Security Processes Whitepaper](#)
- **4.5.** [AWS Global Infrastructure](#)