

MASTER SERVICES AGREEMENT

This legally binding Master Services Agreement (the "Agreement") is by and between ADF Inc dba RapidBox.com, an Illinois Company ("RapidBox"), and the Customer purchasing Services ("Customer") and is effective as of the date Customer purchases Services from RapidBox.

By purchasing the Services, Customer acknowledges and agrees that Customer has read, understands, acknowledges and agrees to be bound by all the terms and conditions of this Agreement, along with any new, different or additional terms, conditions or policies that RapidBox may establish and post on its website from time to time.

RapidBox and Customer enter this Master Services Agreement ("MSA" or "Agreement") as of the Effective Date. The Parties acknowledge receipt and sufficiency of good and valuable consideration and agree as follows:

1. Definitions.

- 1.1. "Account Information" means any billing information, contact information, payment information and such other information provided to RapidBox by Customer.
- 1.2. "Attachment" means (i) any document, including but not limited to an initial invoice for services, a service order, executed quotation for Services, an online or RB Portal order for services, or statement of work, that refers or relates to this Master Services Agreement, (ii) any written order for the Services or additional Services accepted by RapidBox through the Website (including the RB Portal), and (iii) any document hyperlinked from within this Agreement. The term "Attachment" includes but is not limited to statements of work, exhibits, addenda, schedules and amendments.
- 1.3. "Customer" means that entity so identified at the beginning of this Master Services Agreement or in an applicable Attachment.
- 1.4. "Customer Data" means all data, software and information, including, without limitation, data, text, software, scripts, video, sound, music, graphics and images that are created, uploaded or transferred in connection with the Services by Customer or its Party Affiliates.
- 1.5. "Customer End User" means a Third Party which is an end user of a Customer Offering.
- 1.6. "Customer Offering" means any services provided by Customer to Third Parties, that in any manner use or rely upon the Services.
- 1.7. "Due Date" means the recurring date on which Fees are due as set forth in the applicable Attachment.
- 1.8. "Effective Date" means the date RapidBox accepts this Agreement.
- 1.9. "Fees" means those amounts due to RapidBox in exchange for the performance of the Services, as provided in an applicable Attachment.
- 1.10. "Flow-Through Provisions" means the terms of agreements for services provided by Third Parties which are included in the Services as required by providers of Third Party services.
- 1.11. "RB Portal" means that online interface RapidBox provides to Customer for communication and management activities.
- 1.12. "Parties" means RapidBox and Customer, each individually a "Party."
- 1.13. "Party Affiliate" means any person, corporation, or other entity that now or in the future, directly or indirectly, controls, is controlled with or by or is under common control with a Party. For purposes of the foregoing, "control" will mean, with respect to: (a) a corporation, the ownership, directly or indirectly, of fifty percent (50%) or more of the voting power to elect directors thereof or, for purposes of foreign corporations, if less than fifty percent (50%), the amount allowed by applicable law; and (b) any other entity, the power to direct the management of such entity.
- 1.14. "Service Level Agreement" or "SLA" means that service level agreement pertaining to the Services described in Section 8 of this Agreement.
- 1.15. "Services" means those services RapidBox will provide to Customer as set forth in any applicable Attachment or added by the customer in the future via any method, and includes Utility Billed Services.
- 1.16. "RapidBox" means ADF Inc., an Illinois corporation.
- 1.17. "RapidBox Parties" means RapidBox and its subsidiaries, parents, Party Affiliates, shareholders, directors, officers, employees, agents, licensors, contractors, successors and assigns, and providers of Third Party services, and those parties' respective subsidiaries, parents, Party Affiliates, shareholders, directors, officers, employees, agents, licensors, contractors, successors and assigns.
- 1.18. "Site" means a specific RapidBox datacenter location.
- 1.19. "SLA Credits" mean the credits for applicable qualifying events as described in the Service Level Agreement.
- 1.20. "Third Party" means any person or entity other than the Parties and their Party Affiliates.
- 1.21. "Utility Billed Services" means those Services provided under this Agreement that are billed on the basis of actual usage of the Services by Customer, the cost for which will be calculated by multiplying a fixed unit by a rate set forth in an applicable Attachment.

1.22. "Payment Method" means the instrument acceptable to RapidBox for payment of Fees to RapidBox.

1.23. "Website" means rapidbox.com (or such other location as RapidBox may designate from time to time).

2. Order of Precedence. The Parties hereby incorporate all Attachments into this Agreement by reference. In the event of inconsistency between any Attachment and this Agreement, unless the Attachment expressly provides that it prevails, the relevant provisions of this Agreement will prevail.
3. Services. RapidBox will provide the Services to Customer according to the specifications and timeframes set forth in the applicable Attachment. Subject to Customer's compliance with the terms and conditions of this Agreement, RapidBox grants to Customer a nonexclusive, nontransferable, nonsublicenseable (except to the extent required to exercise rights under Section 3(b)), revocable right solely to: (a) use and access the Services for Customer's internal business purposes; and (b) use the Services to create, offer and provide Customer Offerings. RapidBox reserves the right to modify or relocate its network and facilities used to provide the Services for purposes including, but not limited to, accommodating evolving technology and increased network demand, and providing enhanced services, and such activities will not adversely affect the provision of Services.
4. Fees and Payment. The following provisions govern Customer's payment of Fees to RapidBox:

4.1. Customer will pay RapidBox the Fees for the Services as set forth in any and all applicable Attachments. Unless provided otherwise in an applicable Attachment, all Fees are due monthly in advance of Customer's receipt of the Services. Customer will pay the Fees to RapidBox in the amounts set forth in the applicable Attachments, no later than the Due Date, in U.S. Dollars. All provided Services will be listed in a detailed line item invoice provided to Customer. Customer acknowledges and agrees that any service not listed on an applicable invoice will not be considered deployed or otherwise provided by RapidBox, and RapidBox will have no responsibility to provide any Services not so listed, nor any liability for failure to provide such Services. If any portion of the Fees remains overdue for at least 1 days (including the Due Date), then RapidBox may suspend the Services pursuant to section 6.1(v) of this Agreement. If any portion of the Fees remains overdue for 10 days or greater (including the Due Date), then RapidBox will have the right to terminate this Agreement and any applicable Attachment pursuant to Section 5.1 of this Agreement. In the event of termination or suspension for nonpayment of Fees, Customer will remain liable for all Fees that would have been paid had the Services not been suspended, or had the Agreement or any applicable Attachment not been terminated. Any portion of Fees remaining unpaid 30 days or more beyond the Due Date will be subject to interest of 1.5% per month or the maximum permitted by law, whichever is less.

4.2. Utility Billed Services as set forth in an applicable Attachment will be billed on the basis of consumption and in intervals set forth in an applicable Attachment. Each unit of a Utility Billed

Service consumed by Customer will be rounded up to the next whole unit. A base rate and overage rate for the Services may be established by RapidBox and communicated to Customer in an applicable Attachment. Customer will be solely responsible for the tracking and controlling of its usage of the Utility Billed Services, and RapidBox will have no responsibility to notify Customer pertaining to any usage. Customer may view usage and manage the Services inside of the RB Portal and it will be Customer's sole responsibility to do so. Customer will remain responsible for payment for all resources consumed. Professional services will be provided on an hourly basis at RapidBox's then current rates or otherwise as agreed by the Parties. All Services unless otherwise noted are billed on a monthly basis.

4.3. Customer will pay all Fees using a Payment Method that is maintained on file with RapidBox, such as, but not limited to credit card, ACH electronic funds transfer, or such other method as approved by RapidBox. Customer hereby authorizes RapidBox to automatically charge Customer's Payment Method on file with RapidBox on or before the applicable Due Date. If Customer's Payment Method is a physical check or money order, Customer authorizes RapidBox either to use information from the check to make a one-time electronic transfer from Customer's account as soon as the same day Customer makes payment, or to process Customer's check as a check transaction in which case Customer may not receive the check back from its financial institution. Customer will provide and maintain valid and accurate billing information and contact information. Customer will be responsible for all fees, including processing fees, associated with making payment via wire transfer to RapidBox. Customer agrees to first contact RapidBox to attempt to resolve any billing disputes before contacting Customer's bank or credit card company to dispute any charge under this MSA. Customer must provide written notification to RapidBox within 30 days after the date of any disputed charge. If no objection is made within such period of time, such charge will be deemed accepted and undisputed by Customer. Any dispute as to any charge not made within 30 days of date of the charge is hereby expressly waived. If customer violates this provision by not first attempting to resolve the payment issue with RapidBox before issuing a chargeback or doing so outside of the permitted period of time, then Customer will reimburse RapidBox for its administrative expenses incurred in connection with such chargeback not to exceed \$350.00. Additionally, Customer will pay to RapidBox any fees and costs (including, but not limited to, reasonable actual attorney's fees, court costs and collection agency fees) incurred by RapidBox connection with the collection of any past due Fees.

4.4. Customer will pay or provide appropriate exemption documentation for all taxes, duties, levies, and any other fees (except for taxes based upon RapidBox's net income) related to the Services imposed by any governmental authority. All Fees are exclusive of any such taxes, duties, levies, or fees.

4.5. Credits

Agreement, if issued to Customer's account, will be under the Service Level used only to offset future Fees for certain Services as provided in the Service Level Agreement. Such credits may not be sold, converted to cash, or transferred to any Third Party or Party Affiliate, and will expire on the termination or expiration of this Agreement.

4.6. In the event that RapidBox suspends or terminates any portion of the Services pursuant to Section 5, RapidBox may, in its sole discretion and as a condition for restoring the Services, require that Customer pay to RapidBox, in advance, a nonrefundable reconnection fee of up to 50% of the Fees charged to customer during the month immediately preceding suspension or termination. The payment of such reconnection fee will be in addition to any Fees remaining due and owing to RapidBox.

4.7. All Fees are nonrefundable. Customer's sole remedy for RapidBox's nonperformance of any Services will be a credit issued pursuant to any applicable Service Level Agreement.

4.8. Returned electronic check payments will be subject to a returned check fee of \$50.00 or the highest amount permitted by law, whichever is lower. Customer is responsible for any fees and costs (including, but not limited to, reasonable actual attorney's fees, court costs and collection agency fees) incurred by RapidBox in enforcing collection of Fees.

4.9. RapidBox may adjust the Fees in proportion with any increase in or changes to Third Party costs that are related to providing the Services. Additionally, RapidBox may adjust its software offering and associated fees in accordance with Third Party vendor program releases, policies or requirements, including, but not limited to, Microsoft's Service Provider Licensing Agreement (SPLA). Such adjustment may include retroactive Fees for any software provided. Upon written request, RapidBox will provide Customer with reasonable documentation evidencing the increase in Third Party costs that may be disclosed by RapidBox, or if RapidBox is prohibited from disclosing such information, a summary.

4.10. In the event RapidBox receives a subpoena, court order or other valid legal process seeking information concerning Customer, Customer agrees to pay RapidBox's reasonable costs incurred in connection with providing a response.

5. Term and Termination.

5.1. The term of this Agreement will begin on the Effective Date and, unless terminated earlier as provided in this Agreement or an applicable Attachment, will (i) continue until the last termination or expiration of any Attachment, or (ii) if no Attachment provides a term, continue on a month-to-month basis, such month-to-month arrangement being terminable by either Party upon at least 3 days written notice. Either Party may terminate this Agreement or any Attachment for material breach, provided that the nonbreaching Party has given the other Party at least one calendar month written notice of and the opportunity to cure the breach, and such breach has not been cured within 30 days of the notice. In addition to the right to terminate for material breach as provided in this Section 5.1, and notwithstanding Service suspension under section 6.1(v), and notwithstanding any other provision of this Agreement, RapidBox may terminate this Agreement, or any applicable Attachment, such termination to be effective on written notice to Customer, for nonpayment of Fees if any portion of the Fees becomes overdue and remains unpaid for 3 days past the Due Date (including the Due Date). In the event that RapidBox terminates this Agreement or any applicable Attachment pursuant to this Section 5.1, Customer will remain liable for all Fees that would have been paid in the remainder of the term of this Agreement.

5.2. Upon expiration or termination of this Agreement, Customer must discontinue use of the Services and relinquish use of the IP addresses and server names assigned to Customer by RapidBox and any other materials provided to Customer by RapidBox in connection with the Services, including pointing the DNS for Customer domain name(s) away from the Services. RapidBox will have no obligation to provide any transition services or access to data except as expressly provided in this Agreement or as otherwise agreed in writing by the Parties.

5.3. Subject to any Third Party Agreements pertaining to Customer Data, and provided that Customer has paid all amounts due and owing, is in good standing and otherwise not in violation of this MSA, RapidBox will, at Customer's sole cost and upon Customer's written request delivered to RapidBox before the effective date of termination of this Agreement or the applicable Attachment to which Customer Data pertains, permit Customer to obtain a copy of Customer Data residing on RapidBox's servers. Except as provided in this Section 5.3, the deletion of Customer Data is automatic upon termination or expiration of this Agreement or the applicable Attachment to which Customer Data pertains. Consequently, unless RapidBox determines otherwise, Customer will not have access to Customer Data, and RapidBox may immediately erase or delete all Customer Data from its computer infrastructure, after the effective date of termination or expiration of this Agreement or the applicable Attachment to which Customer Data pertains. Under no circumstances will RapidBox have any obligation to deliver to Customer any Customer Data.

5.4. Upon termination of this MSA or any of its Attachments, all licenses granted under this MSA or such Attachment will likewise terminate.

5.5. Certain circumstances will give rise to RapidBox's right to terminate the Agreement and be entitled to certain remedies as set forth in RapidBox's Acceptable Use Policy, which is incorporated by reference into this Agreement.

Suspension.

RapidBox may temporarily suspend provision of the Services as set forth in this section:

6.1. RapidBox may suspend provision of Services to Customer without liability if: (i) RapidBox reasonably believes that the Services are being used (or have been or will be used) by Customer in violation of this Agreement or any applicable law, court order, rule or regulation in any jurisdiction; (ii) Customer does not cooperate with RapidBox's investigation of any suspected violation of the Agreement or any applicable law, court order, rule or regulation in any jurisdiction; (iii) RapidBox reasonably believes that Services provided to Customer have been accessed or manipulated by a Third Party without Customer's consent or in violation of the Agreement; (iv) RapidBox reasonably believes that suspension of the Services is necessary to protect RapidBox's network or other RapidBox customers; (v) a payment for the Services is overdue by more than 1 days including the Due Date; (vi) the continued use of the Services by Customer may adversely impact the Services or the systems or content of any other RapidBox customer; (vii) RapidBox reasonably believes that the use of the Services by Customer may subject RapidBox, its Party Affiliates, or any Third Party to liability; or (viii) suspension is required by law, statute, regulation, rule or court order; (ix) Customer is in breach of the terms of this Agreement. RapidBox will give Customer reasonable advance notice of a suspension under this paragraph and a chance to cure the grounds on which the suspension is based, unless RapidBox determines, in RapidBox's reasonable commercial judgment, that a suspension on shorter or contemporaneous notice is necessary to protect RapidBox or its other customers from operational, security, or other risk or the suspension is ordered by a court or other judicial body. A violation of any Flow-Through Provision will be treated the same as a violation of this Agreement for purposes of this provision.

6.2. If RapidBox suspends Customer's right to access or use any portion or all of the Service: (i) Customer remains responsible for all Fees Customer has incurred through the date of suspension; (ii) Customer remains responsible for any applicable Fees for any Services to which Customer has continued to have access, as well as applicable data storage fees and charges, and fees and charges for in-process tasks completed after the date of suspension; (iii) Customer will not be entitled to any credits under the Service Level Agreement for any period of suspension; (iv) at RapidBox's sole discretion, RapidBox may terminate Customer's access to Customer Data stored in the Services during a suspension, and (v) RapidBox will not be liable to Customer for any damages or losses Customer may incur as a result of such suspension.

7. **Tortious or Unreasonable Conduct.** Any abuse towards any RapidBox employee will not be tolerated. Customer and Customer's representatives are expected to request and respond to support, billing and other issues in a professional manner, when emailing, calling or submitting online tickets to RapidBox. Any cursing, yelling, or further intentional disruptive behavior aimed at RapidBox or its employees will be considered a violation of this Agreement. Any threat, whether orally, in writing, via E-mail, via live chat directed towards RapidBox or any of RapidBox's employees, partners, staff, contractors, sub-contractors, facilities, offices, etc. will be construed as a violation of this Agreement and, notwithstanding any other provision of this Agreement, will give RapidBox the right to immediately terminate this Agreement in its entirety, in which case Customer shall remain liable for all Fees incurred prior to, or in connection with, such a termination. Threats of physical violence will be directed to the proper authorities. No refunds will be given for termination of the Services for violation of these provisions. RapidBox reserves the right to immediately cancel, suspend or terminate any or all of the Services after receiving billing, sales or technical requests, which RapidBox, in its sole discretion, considers unreasonable or excessive. RapidBox may limit, at any time or without prior notice to Customer, the availability and type of billing support provided.

User Control Considerations. Customer will:

8.1. Delegate access to Customer employees via the RB Portal.

8.2. Assign and maintain a secure PIN to control access to sensitive information, such as, but not limited to, Customer passwords.

8.3. Maintain and change passwords frequently, and promptly upon providing access to RapidBox or any Third Party to perform maintenance activities on Customer's behalf.

8.4. Provide to RapidBox a primary notification point of contact to serve as Customer's authorized representative to make technical and financial decisions.

8.5. Trouble Tickets that have been abandoned by Customer (have not been updated by Customer for 72 hours or longer) may be closed automatically by RapidBox's system.

8.6. Customers have the right to notify RapidBox of any potential or suspected security issues or data breaches.

8.7. Customers are responsible to contract for backups and can request failed backup notifications via the ticketing system. Customers should maintain a copy of their data and configurations in the event of catastrophic failure of backup media.

8.8. Customers are responsible to create their own Disaster Recovery Plan and to contract specifically for Disaster Recovery services, as required. Customer is responsible for Disaster Declaration and notification to RapidBox.

8.9. All deployed services are contained in a detailed line item invoice. It is the Customer's responsibility to create a ticket to decommission, add or remove any service. Any service not listed on the invoice is not deployed.

8.10. RapidBox's phone queue may have substantial wait times. Customers are advised to log a ticket and request a call back and are not advised to wait on hold if the phone is not answered in a timely manner.

Service Levels.

9. RapidBox will provide the Services in accordance with the Service Level Agreement attached to this Agreement or, if no such Attachment exists, the Service Level Agreement found at the RapidBox website and RapidBox will provide SLA Credits according to the terms of the applicable Service Level Agreement.

10. Subcontractors. From time to time in RapidBox's sole discretion, RapidBox may use one or more subcontractors to provide the Services or a portion of the Services. Unless otherwise agreed in writing, RapidBox will be solely responsible for any fees or charges incurred through use of subcontractors to the extent required to provide the Services as set forth in this Agreement, and subcontracting will not increase the Fees payable under this Agreement. Customer will pay any fees for subcontractors that RapidBox may retain to provide agreed-upon services in excess of the scope of the Services set forth in this Agreement.

11. Backup and Security. Other than responsibility for physical security, and except as expressly provided in an applicable Attachment, Customer will be solely responsible for data maintenance, integrity, retention, security, and backup of Customer Data. Customer will be solely responsible for the development and implementation of an appropriate disaster recovery plan, and will be solely responsible for any disaster declaration and notice of same to RapidBox. Customer has the option to contract for managed backup services with RapidBox, or related services including notification of any failed backup attempts. Without limiting the foregoing, Customers who do not contract for RapidBox provided backup services will be solely responsible for undertaking measures to: (a) prevent any loss or damage to Customer Data; (b) maintain independent archival and backup copies of Customer Data; and (c) ensure the security, confidentiality and integrity of Customer Data. Notwithstanding the foregoing, RapidBox will have no liability to Customer or any other person for loss, damage, integrity, usability, accessibility or destruction of any Customer Data except even in the case of RapidBox's gross negligence or willful misconduct. Customer will use reasonable security precautions for providing access to the Services by its employees or other individuals to whom it provides access, whether in connection with Customer's internal business purposes or as a Customer Offering. Customer will be solely responsible for ensuring the confidentiality and security of all account usernames and passwords, and for all user conduct in connection with such account credentials. Customer will implement internal protocols and procedures whereby terminated personnel will no longer be able to use any Customer username or password. All passwords used by Customer or its personnel must be smart, secure combinations of characters and not be comprised solely of dictionary words. RapidBox will comply with any law or regulation that may apply to it pertaining to data breach and notification of same. Customer will have the right, and hereby undertakes the obligation, to promptly notify RapidBox of any potential, suspected or actual security breach concerning the Services or Customer Data about which Customer becomes aware.

12. License to Host. Solely for RapidBox's internal business purposes of providing the Services, and not for any marketing or promotional efforts, Customer hereby grants to RapidBox a nonexclusive, royalty-free, worldwide right and license to reproduce, display, distribute, and create derivative works of Customer Data.

13. Customer's Obligations.

13.1. Customer agrees to do each of the following: (i) cooperate with RapidBox's investigation of outages, security problems, and any suspected breach of this Agreement; (ii) comply with all license terms or terms of use for any software, content, service or website (including Customer Data) which Customer uses or accesses when using the Services; (iii) give RapidBox true, accurate, current, and complete Account Information; (iv) keep Customer's Account Information up to date; (v) be responsible for the use of the Services by Customer and Customer End Users and any other person to whom Customer has given access to the Customer Offering; (vi) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and immediately notify RapidBox of any known or suspected unauthorized use of Customer's account, the Services or any other breach of security; and (vii) where the Customer provides a Customer Offering as permitted under this Agreement, enter into an agreements with Customer's End Users containing relevant terms of this Agreement and releasing RapidBox from any and all liability for damages or losses Customer's End Users may incur as a result of using the Customer Offering.

13.2. Customer will not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Customer may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

13.3. Customer will not copy, transfer, reverse engineer, disassemble, decompile, create derivative works of, or, except as part of an authorized Customer Offering, allow Third Party access to the Services. Customer will not remove any proprietary notices or labels contained in or placed by the Services and will not use, post, transmit, or introduce any device, software, or routine which interferes or attempts to interfere with the operation of the Services. Customer will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services' systems or networks, or any systems or networks connected to the Services.

13.4. Customer will comply, and will ensure its Customer End Users comply, with RapidBox's Acceptable Use Policy available on the RapidBox website and will not otherwise use the Services for the distribution of any material that RapidBox considers to be obscene, lewd, lascivious, unacceptable, violent, harassing, anti-American, or otherwise objectionable.

13.5. Customer will reasonably comply with any request by RapidBox to cooperate in connection with any third party audit, including but not limited to software audits.

14. Reselling. Customer may not resell any of the Services alone to any Third Party except as authorized and under the terms and conditions of such resale as set forth in an applicable attachment to this Agreement or, if no such Attachment exists, the Reseller Agreement.

15. Indemnification.

15.1. Customer will defend, indemnify, and hold harmless the RapidBox Parties from and against any and all liabilities, losses, damages, claims, costs, causes of action and expenses, including but not limited to the costs of defense and reasonable actual attorney's fees, suffered, paid or incurred by any of the RapidBox Parties, whether or not suit is filed, arising out of, resulting from or connected with, in whole or in part: (i) Customer's use of the Services or Third Party services; (ii) any infringement or alleged infringement by the Customer Data of any Third Party intellectual property right, (iii) any breach or alleged breach by Customer of this Agreement, including any warranty contained in this Agreement; (iv) any violation or alleged violation by Customer or Customer End Users of a Third Party's rights, including, without limitation, any actual or alleged infringement or misappropriation of a Third Party's copyright, trade secret, patent, trademark, privacy, publication or other proprietary right; (v) any damage caused by or alleged to have been caused by Customer or Customer End Users to the Site or Services; (vi) any actual or alleged violation or noncompliance by Customer or Customer End Users with any applicable law, court order, rule or regulation in any jurisdiction, or (vii) Customer's resale of the Services.

15.2. In connection with any claim, action, suit, proceeding, or investigation for which a Party seeks indemnification (being in such case, the "Indemnified Party") from the other Party (the "Indemnifying Party") under this Agreement, the Indemnified Party: (i) will give the Indemnifying Party prompt written notice of the claim, action, suit, proceeding, or investigation; provided, however, that failure to provide such notice will not relieve the Indemnifying Party from its liabilities or obligations under this Agreement, except solely to the extent of any material prejudice as a direct result of such failure; (ii) will cooperate with the Indemnifying Party, at the Indemnifying Party's sole cost and expense, in connection with the defense and settlement of the claim, action, suit, proceeding, or investigation; and (iii) will permit the Indemnifying Party to control the defense and settlement of the claim, action, suit, proceeding, or investigation; provided, however, that the Indemnifying Party may not settle the claim, action, suit, proceeding, or investigation without the Indemnified Party's prior written consent, which will not be unreasonably withheld or delayed, in the event such settlement materially adversely impacts the Indemnified Party's rights or obligations. Further, the Indemnified Party, at its cost and expense, may participate in the defense of the claim, action, suit, proceeding, or investigation through counsel of its own choosing. Notwithstanding the foregoing, in no event may Customer settle any claim under this Agreement unless such settlement completely and forever releases RapidBox from any and all liability with respect to such claim and such a settlement is not prejudicial to RapidBox's interests or require RapidBox to take, or cease taking, an action, or unless RapidBox provides its prior, written consent to such settlement. This section will survive the expiration or termination of this Agreement.

16. Intellectual Property. Customer represents and warrants that the Customer Data and Customer's use of the Services will not infringe the intellectual property or other proprietary rights of RapidBox or any Third Party.

17. Customer further acknowledges that all right, title and interest in any and all technology, including the software that is part of or provided with the Services and any trademarks or service marks of RapidBox are owned by RapidBox and/or its licensors. Unless otherwise specifically provided in this Agreement, Customer will have no right, title, claims or interest in or to RapidBox's intellectual property. Unless otherwise specifically provided in this Agreement, Customer is not authorized to distribute or to authorize others to distribute RapidBox intellectual property in any manner without the prior written consent of RapidBox. RapidBox may, in appropriate circumstances and at its discretion, disable and/or terminate Customer accounts of the accounts of Customer End Users who may be repeat infringers. Allegations of infringement will be handled pursuant to RapidBox's DMCA Notice Policy as amended from time to time.

DISCLAIMER OF WARRANTIES. EXCEPT AS REQUIRED BY LAW, CUSTOMER'S USE OF THE WEBSITE AND SERVICES IS ENTIRELY AT CUSTOMER'S OWN DISCRETION AND RISK. THE WEBSITE AND SERVICES ARE FURNISHED BY RAPIDBOX "AS IS" AND WITHOUT WARRANTIES OR CONDITIONS, STATUTORY OR OTHERWISE, OF ANY KIND. RAPIDBOX: (A) EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF NONINFRINGEMENT, TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE; (B) DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, OR THAT THEIR OPERATION WILL BE TIMELY, UNINTERRUPTED, SECURE, OR ERROR-FREE OR THAT ANY DEFECTS WILL BE CORRECTED; AND (C) DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS OR CONDITIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN TERMS OF ITS ACCURACY, RELIABILITY, TIMELINESS, COMPLETENESS, OR OTHERWISE. CUSTOMER ASSUMES TOTAL RESPONSIBILITY FOR ITS AND CUSTOMER END USERS' USE OF THE SERVICES.

18. DISCLAIMER OF CONSEQUENTIAL DAMAGES. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT AS REQUIRED BY LAW, IN NO EVENT WILL RAPIDBOX BE LIABLE TO CUSTOMER, FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, COMPENSATION, REIMBURSEMENT OR DAMAGES IN CONNECTION WITH, ARISING OUT OF, OR RELATING TO, THE USE, OR LOSS OF USE OF, THE SERVICES, LOSS OF PROFITS, LOSS OF GOODWILL, LOSS OF DATA OR CONTENT, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, SUBSEQUENT OR OTHER COMMERCIAL LOSS, OR FOR ANY OTHER REASON OF ANY KIND, WHETHER BASED ON CONTRACT OR TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OR STRICT LIABILITY), EVEN IF RAPIDBOX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. LIMITATION OF LIABILITY. EXCEPT AS REQUIRED BY LAW, RAPIDBOX WILL NOT BE LIABLE TO CUSTOMER FOR DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY RELATED TO THE WEBSITE OR SERVICES. IF, NOTWITHSTANDING THE FOREGOING, RAPIDBOX IS FOUND TO BE LIABLE TO

CUSTOMER FOR ANY DAMAGE OR LOSS WHICH ARISES UNDER OR IN CONNECTION WITH THE SERVICES, RAPIDBOX'S TOTAL CUMULATIVE LIABILITY TO CUSTOMER WILL IN NO EVENT EXCEED THE AMOUNT OF FEES ACTUALLY PAID BY THE CUSTOMER FOR THE SERVICES FOR THE TWO (2) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO RAPIDBOX'S LIABILITY.

20. ALLOCATION OF LIABILITY. THE PARTIES ACKNOWLEDGE THAT THE DISCLAIMER OF WARRANTIES, DISCLAIMER OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY IN THIS AGREEMENT AND IN THE OTHER PROVISIONS OF THIS AGREEMENT AND THE ALLOCATION OF RISK HEREIN ARE AN ESSENTIAL ELEMENT OF THE BARGAIN BETWEEN THE PARTIES, WITHOUT WHICH RAPIDBOX WOULD NOT HAVE ENTERED INTO THIS AGREEMENT. RAPIDBOX'S PRICING REFLECTS THIS ALLOCATION OF RISK AND THESE LIMITATIONS.

21. Confidentiality. Each Party agrees that information relating to the other that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence and will not be disclosed or used except to the extent that such disclosure or use is necessary to the performance of the Services. The obligations of confidentiality in this section will not apply with respect to information that is independently developed by either Party, lawfully becomes a part of the public domain, or of which the other Party gained knowledge or possession free of any confidentiality obligation. RapidBox may disclose information, including information that Customer, or Customer End Users, may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request. RapidBox assumes no obligation to inform Customer, or a Customer End User, that information has been provided pursuant to such a request. In some cases RapidBox may be prohibited by law from giving such notice. RapidBox may also disclose such information when it is necessary for it to protect its business, or others, from harm. Customer is required to assist RapidBox with any investigation it conducts about a violation of its AUP.

22. Export. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Customer agrees that such export laws govern its use of the Services and any deliverables provided under this Agreement. Customer will comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). Customer agrees that no data, information, software programs and/or materials resulting from the Services (including any Customer Offering) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

23. Trademarks. Customer hereby grants to RapidBox a nonexclusive, worldwide, royalty-free, fully paid-up license during the Term to use Customer's trademarks, marks, logos or trade names in connection with RapidBox's provision of Services (including support of Services) to Customer and to be listed as a customer of the Services by RapidBox or its designees. The license granted in this section will include the right of RapidBox to sublicense its Party Affiliates and any Third Parties providing all or part of the Services on behalf of RapidBox to achieve the foregoing.

24. Press Releases and Publicity. After execution of this Agreement, the Parties may issue a joint press release announcing the Parties' relationship under this Agreement. The timing and content of any press release will be subject to the approval of each Party, which approval may not be unreasonably withheld. Except as required by law, and as provided in paragraph 22, neither Party will make any public statements, press releases or other public announcements regarding the Parties' relationship without the prior written approval of the other Party. Neither Party may use the other Party's trademarks or company name except as may be expressly agreed in writing between the Parties.

25. Force Majeure. With the exception of Customer's payment obligations, neither Party will be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, epidemics, pandemics, shortage of power, telecommunications or Internet service interruptions or other acts or causes reasonably beyond the control of that Party.

26. Governing Law and Choice of Forum. This Agreement will be governed in all respects by the laws of the State of Illinois as they apply to agreements entered into and to be performed entirely within Illinois between Illinois residents, without regard to conflict of law provisions. Both Parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in Cook County, Illinois, except as otherwise agreed by the Parties. Both Parties agree to submit to the personal jurisdiction of the courts located within Cook County, Illinois for the purpose of litigating all such claims or disputes, and hereby waive all claims of forum non conveniens.

27. Compliance With Laws. Each Party will comply with all federal, state and local laws and regulations applicable to it ("Laws"). If, after the Effective Date of this Agreement any Law becomes effective which substantially and materially alters the ability or cost of either Party to perform its obligations under this Agreement in whole or part, the Parties will renegotiate the provisions of this Agreement to the extent necessary to reflect the effect of such Law. If renegotiations do not result in terms agreeable to both Parties, the Party that would bear the altered cost due to the change in the Law will have the right to terminate this Agreement without penalty upon thirty (30) days' written notice to the other Party.

28. Limitations of Actions. No action, regardless of form or substance, arising out of this Agreement or the performance or nonperformance of any of the Parties' obligations hereunder may be brought more than one (1) year after a Party knew or should have known of the occurrence of the event giving rise to such cause of action.

29. Assignment. Customer may not assign this Agreement without the prior written consent of RapidBox. RapidBox may assign this agreement without prior notice to or consent of Customer. The rights and obligations of this Agreement will bind and benefit any permitted successors or assigns of the Parties.

30. No Third Party Beneficiaries. Nothing expressed or implied in this Agreement is intended to confer upon any person other than the Parties and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

31. No Waiver. The waiver by either Party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the Party waiving its rights.

32. Notices. All notices or other communications that are required or permitted under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth at the beginning of this Agreement, or to any other address provided pursuant to this section.

33. Relation of the Parties. The Parties agree they are acting as independent contractors and under no circumstances will any of the employees of one Party be deemed the employees of the other for any purpose. Except as otherwise expressly agreed by the Parties, this Agreement will not be construed as authority for either Party to act for the other Party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other. Nothing in this Agreement will be deemed to constitute a joint venture or partnership between the Parties.

34. Severability. If any provision of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining provisions of this Agreement will remain in full force and effect.

35. Survival of Obligations. Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement.

36. Pronouns. Unless otherwise stated in this Agreement, a reference to the singular includes the plural and vice versa.

37. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning its subject matter and supersedes all other agreements, proposals, negotiations, representations or communications relating to its subject matter. Both Parties acknowledge they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the Parties performed in preparation for and anticipation of the execution of this Agreement. Any amendment to this Agreement must be in writing and signed by duly authorized representatives of the Parties.

SERVICE LEVEL AGREEMENT

Subject to the terms and conditions of the Master Services Agreement (the "MSA") between the Parties to which this Service Level Agreement is attached, RapidBox will provide Customer with a level of service consistent with the principles expressed in this Service Level Agreement. To the extent that RapidBox does not provide the Services at the levels set forth in this Service Level Agreement, and Customer is in compliance with all terms and conditions of the Master Services Agreement (including the Acceptable Use Policy), RapidBox will credit Customer's account in an amount as provided in this SLA, reflecting percentages of the monthly fees Customer pays to RapidBox for the affected Services (each an "SLA Credit").

Definitions

"Core Networking Equipment" will mean equipment owned and maintained by RapidBox including but not limited to switches and routers, as well as any customer equipment which customer has specifically contracted with RapidBox to manage.

"Custom Order" is an order for Services that requests customization to specifications outside the scope of a Standard Order. Such customization includes, but is not limited to: changes to physical hardware, including upgrades and downgrades, installation of custom software, requests for specific version of operating systems, firewall setup and installation, setup and installation of load balancing, custom network configurations, dedicated switches, any custom managed solution, compliance and others. Notwithstanding anything to the contrary in this MSA, the definition of "Custom Order" also applies to any order that is large enough or complex enough to require, in RapidBox's sole discretion, a dedicated project manager to be assigned to it.

"Downtime" is defined as failure of Core Networking Equipment, that directly results in network packet loss of 10.00% or greater, measured from the top of rack switch to the edge routers, and such failure being verifiable by RapidBox from its monitoring system and from three distinct and diverse monitoring locations around the world. However, the definition of "Downtime" does not include any of the following:

- Packet loss of less than 10.00% as measured by RapidBox.
- Scheduled Maintenance or Emergency Scheduled Maintenance (as defined below).
- Outages not reported by RapidBox's multi-homed monitoring systems.
- Problems with the Customers internet connectivity or problems with other internet providers' connectivity outside of RapidBox's control.
- Problems with Customer's or any Third Party's hardware, software, or access to the Internet, including, but not limited to, Third Party DNS issues.
- Customer's use of the Services or any Customer End User's use of the Customer Offering in violation of the MSA or an applicable Attachment (such as the Acceptable Use Policy), and any resulting service interruption.
- Issues relating to Customer Data.
- System administration, commands, or file transfers performed by Customer.
- Any force majeure event under the MSA.
- Problems caused by Customer's use of the Services or any Customer End User's use of the Customer Offering after RapidBox advised Customer or any Customer End User to modify such use, if Customer or any Customer End User did not modify its use as advised.

"Emergency Maintenance" are those instances in which RapidBox or its Third Party service providers: (a) identify situations which, in RapidBox's reasonable discretion, have threatened or may threaten the integrity of the Services, and (b) take reasonably necessary measures to prevent the situation from progressing into a Downtime event, or to otherwise resolve the situation. Notwithstanding anything to the contrary in this agreement, RapidBox will attempt to provide prompt notice, as reasonable in the circumstances for Emergency Maintenance.

"Outage End Time" is the time at which RapidBox restores the Services to be back online and accessible, as measured by RapidBox's monitoring systems.

"Outage Start Time" is the time at which RapidBox's internal monitoring system shows the Services are experiencing Downtime (as defined in this SLA.)

"Scheduled Maintenance" is that amount of time in which RapidBox or its Third Party service providers: (a) perform updates and upgrades, enhancements and routine maintenance activities that are announced through the Status Website or RB Portal upon at least 12 hours advance notice, and (b) perform Emergency Maintenance, upon reasonable notice in the circumstances provided through the Status Website or RB Portal.

"Standard Order" is an order for Services that RapidBox makes readily available on its website and can be ordered online using an online order

form, and do not require any form of physical customization by RapidBox in order to deploy.

“Status Website” is defined as the website found at the RapidBox website where RapidBox will post routine updates about its service, real time network performance and other information relevant to the Services.

“Time Guarantee” refers to the amount of time guaranteed by RapidBox for particular resolution as set forth in the relevant charts below.

“Uptime” refers to all time during the term of the Agreement except Downtime. Uptime will be calculated in reference to the number of minutes in each calendar month, measured by RapidBox’s internal monitoring systems. For the purpose of the SLA, outages are measured in full minutes and will be rounded, as appropriate, up or down to the nearest full minute (i.e., for portions of minutes less than or equal to thirty seconds, the minute measurement will be rounded down, and for portions of minutes greater than or equal to thirty one seconds, the minute measurement will be rounded up).

General Terms

Requesting SLA Credits. RapidBox will have no obligation to issue any SLA Credit unless requested to do so by Customer pursuant to the terms and conditions of this SLA. Customer must submit all requests for SLA Credit using the functionality of the RapidBox Portal Support tickets for making such reports, and must provide all information reasonably requested by RapidBox, whether requested via the RapidBox Portal functionality or otherwise. Customer must submit a complete and valid request for SLA Credit no later than seven days following the event giving rise to the claimed SLA Credit.

Limits on SLA Credit. The SLA Credits to Customer in a particular month under this SLA will not exceed the total amount of Fees paid by Customer for such month for the affected Services. To be eligible for any SLA Credits, Customer must not be in default of any provision of the MSA, including but not limited to the payment of Fees. Credits are available only toward future payment of Fees and will not be applied to past due balances. SLA Credits will not be applied to any applicable taxes charged to Customer or collected by RapidBox and are Customer's sole and exclusive remedy with respect to any failure by RapidBox to provide the Services. SLA Credit will be calculated in relation to any portion of the Fees allocable to the payment of software licensing or other fees payable by RapidBox to any Third Party, such fees being due from Customer notwithstanding any instance that would give rise to SLA Credit under this SLA.

SLA Credits to Hourly Billed Accounts. For the purpose of calculating an SLA credit for an account where billing is performed in arrears, Customer will receive credit after the billing cycle has been completed in order to allow RapidBox to calculate the SLA credit.

Additional Documentation and Limitations. RapidBox may require, in its sole discretion, and as a condition for the issuance of SLA Credits, that Customer provide documentation that reasonably supports and demonstrates all actual losses sustained by Customer due to a violation by RapidBox of this SLA. Customer agrees that in the event its actual direct losses do not exceed the value of SLA Credits to which Customer may be entitled under this Agreement, RapidBox may, at its option, provide credit to Customer in the amount of Customer's actual direct losses caused by violation of this SLA.

Eligibility Not Cumulative. Customer's eligibility to receive credit or a refund is not cumulative, but is limited to one credit or refund per incident. By way of example, failure on the part of RapidBox to migrate Customer's data to a new server within the corresponding Time Guarantee will not entitle Customer to a credit or refund for a delayed response in the same incident related to the same matter. RapidBox will apply credits or refunds based on the predominant issue with the problem, as determined in RapidBox's reasonable discretion, and will issue the larger of two credits should two equally important issues occur in the same incident.

Time Measurement. Measurements of time for purposes of calculating eligibility for credit or refund under this Service Level Agreement will be based on completed full minute (60 second) increments not partial minutes, by taking the Outage End Time and subtracting from it the Outage Start Time. By way of example, any fulfillment by RapidBox of its obligation to complete a task within 10 minutes will be considered fulfilled in a timely manner if completed within 10 minutes and 59 seconds of the event triggering the calculation of the interval.

Minimum Credits. Customer must accrue a minimum amount of \$5.00 in SLA Credits before RapidBox will apply any such credit. All SLA Credits will be tracked with Customer's account, and RapidBox will apply the credit when the above-stated minimum is met. No SLA Credits will be applied to any terminated Customer account.

Maximum Credits. Customer's maximum combined credits for any calendar month for any Affected Services shall not exceed the total amount that Customer was charged for those affected Services during that calendar month.

Affected Services Only. SLA Credits are calculated only for the impacted portion of the Services (the exact server(s) that experienced the issue. Credits are never calculated against the fees for an entire account unless all portions of the Services under that account were impacted.

Credit Issue Date. RapidBox shall issue any SLA Credits due by the last day of the calendar month after which the outage occurred.

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