

GLOVIA G2 CLOUD TERMS OF SERVICE

PLEASE NOTE: THE PROVISIONS OF THIS DOCUMENT WILL BE LEGALLY BINDING ON CUSTOMER UPON EXECUTION OF ONE OR MORE SERVICE ORDERS. CUSTOMER SHOULD CAREFULLY READ THE FOLLOWING TERMS BEFORE EXECUTING THE ORDER.

1. General. Customer acknowledges and agrees that Customer's use of the Service is subject to all of the provisions contained in these Terms of Service (the "**Terms**"). The Terms, together with any Addenda, Schedules and/or Amendments expressly agreed to in writing by CrescentOne and Customer, shall be referred to collectively as the "**Agreement**". In addition, Customer agrees that unless explicitly stated otherwise, any new features that augment or enhance the Service, and/or any new service(s) subsequently subscribed to by Customer will be subject to the Terms.

2. Use Rights.

2.1. Use of the Service. Subject to the provisions of the Agreement, during the Term, Customer shall have the non-exclusive, non-transferable (except with the permission of CrescentOne) right to use the Service and to display Customer Content solely for Customer's internal business operations, provided such operations shall not include service bureau use, outsourcing, renting, or time-sharing the Service. Customer acknowledges and agrees that these rights do not constitute a concurrent user license and that these rights are provided to Customer on the condition that Customer does not (and does not allow any third party to) copy, modify, create a derivative work of, reverse engineer, reverse assemble, disassemble, or decompile the Service or any part thereof or otherwise attempt to discover any source code, modify the Service in any manner or form, or use unauthorized modified versions of the Service, including (without limitation) for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Service. Customer is expressly prohibited from subcontracting use of the Service to any third parties. Customer acknowledges and agrees that CrescentOne (or its affiliates and partners) shall own all rights, title and interest in and to all intellectual property rights in the Service. Except as provided in the Agreement, the rights granted to Customer do not convey any other rights in the Service, express or implied, or ownership of the Service or any intellectual property rights associated with the Service. Any rights not expressly granted in this Agreement are reserved by CrescentOne.

3. Customer's Responsibilities.

3.1. Customer's Accounts. Except to the extent caused by CrescentOne's breach of this Agreement, (a) Customer is responsible for all activities that occur under its account, regardless of whether the activities are authorized by Customer or undertaken by Customer, Customer's End Users, Customer's employees or a third party (including Customer's contractors or agents), and (b) neither CrescentOne and its affiliates nor AWS are responsible for unauthorized access to Customer's account.

3.2. Customer's Content. Customer will ensure that its Content and its and its End Users' use of Customer Content or the Services will not violate any of the Policies or any applicable law. Customer is solely responsible for the content, operation, maintenance, and use of its Content.

3.3. Customer's Security and Backup. Customer is responsible for properly using the Service and otherwise taking appropriate action to secure, protect and backup its accounts and its Content in a manner that will provide appropriate security and protection, which might include use of encryption to protect Customer Content from unauthorized access and routinely archiving Customer Content.

3.4. End Users. Customer will be deemed to have taken any action that Customer permits, assists or facilitates any person or entity to take related to this Agreement, Customer Content or use of the Service. Customer is responsible for End Users' use of Customer Content and the Service. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of Customer's agreement with each End User are consistent with this Agreement. If Customer becomes aware of any violation of Customer's obligations under this Agreement caused by an End User, Customer will immediately suspend access to Customer Content and the Service by such End User. CrescentOne does not provide any support or services directly to Customer's End Users unless CrescentOne has a separate written agreement with Customer or an End User obligating CrescentOne to provide such support or services.

3.5. Internet Access, PC Configuration. In order to use the Service, Customer must provide an Internet connection to all customer personnel for direct access to their CrescentOne environments which may also include the need for an IPsec tunnel for fileshare use or ODBC connections. The customer is responsible for all user's client PCs and local site networking.

3.6. Accuracy of Customer's Registration Information. Customer agrees to provide accurate, current and complete information about Customer ("**Registration Data**") in order to gain access to the Service. Customer further agrees to use commercially reasonable efforts to maintain and promptly update the Registration Data to keep it accurate, current and complete. Customer acknowledges and agrees that if Customer provides information that is intentionally inaccurate, not current or incomplete in a material way, or CrescentOne has reasonable grounds to believe that such information is untrue, inaccurate, not current or complete in a material way, CrescentOne has the right to suspend Customer's account.

3.7. Email and Notices. Customer agrees to provide CrescentOne with Customer's e-mail address, to promptly provide CrescentOne with any changes to Customer's e-mail address, and to accept emails (or other electronic communications) from CrescentOne at the e-mail address Customer specifies. Except as otherwise provided in this Agreement, Customer further agrees that CrescentOne may provide any and all notices, statements, and other communications to Customer through either e-mail or posting on the Service.

3.8. Passwords, Access, and Notification. Customer may designate up to the number of individual users under Customer's account, which corresponds to the number of Named Users for which Customer has subscribed, and Customer may provide and assign unique passwords and user names to each such authorized Named User. Customer will be solely responsible for creating new user accounts and for disabling user accounts which are no longer active. Customer must assign a Glovia G2 Cloud Administrator to perform functions like managing users, managing roles and responsibilities, etc. Customer acknowledges and agrees that Customer (and each individual user) is prohibited from sharing or allowing users to share passwords and/or user names with unauthorized users. Customer will be responsible for the confidentiality and use of Customer's (including its employees' and subcontractors) passwords and user names. Customer will also be responsible for all data of any kind contained within emails or otherwise entered electronically through the Service or under Customer's account ("**Electronic Communications**"), including, but not limited to, those containing business information, Registration Data, other account holder information, and financial information ("**Customer Data**"). CrescentOne will act as though any Electronic Communications it receives under Customer's passwords, user name, and/or account number will have been sent by Customer. Customer agrees to immediately notify CrescentOne if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number.

3.9. Customer's Lawful Conduct. The Service allows Customer to send Electronic Communications directly to CrescentOne and to third-parties. Customer agrees to comply with all applicable local, state, federal, and foreign laws, treaties, regulations, and conventions in connection with its use of the Service, including without limitation those related to privacy, electronic communications, and anti-spam legislation. Customer will not send any Electronic Communications from the Service that are unlawful, harassing, libelous, defamatory, or threatening. Except as permitted by the Agreement, no part of the Service may be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means. Customer agrees not to access the Service by any means other than through the interfaces that are provided by CrescentOne. Customer shall not license, rent, sell, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit or make the Service available to any third party other than a Named User, including but not limited to, creating internet links to the Service which include log-in information, including but not limited to, user names, passwords, secure cookies, and/or "mirroring" or "framing" any part of the Service. Customer will not upload, post, reproduce or distribute any information, software or other material protected by copyright or any other intellectual property right (including rights of publicity and privacy) without first obtaining the permission of the owner of such rights. Customer will not in any way express or imply that any opinions contained in Customer's Electronic Communications are endorsed by CrescentOne. Neither Customer, nor someone acting on Customer's behalf, will use the Service to target for solicitation any CrescentOne customers for purposes of providing any competitive product. Customer will ensure that any use of the Service by Customer's employees (or users) is in accordance with the terms and conditions of this Agreement.

3.10. Use of Services by Customer. Customer acknowledges and agrees that the Service shall solely be used by the Named Users for which Customer has subscribed, and that their use shall be solely in direct

support of Customer's normal commercial information processing, the results of such processing solely for the benefit of Customer and the divisions, subsidiaries, and/or affiliates in which it or its parent owns or otherwise controls at least fifty-one percent (51%) of the assets and/or voting shares (the "Normal Operations").

3.11. Storage Limits. Database storage is limited to data that is legitimately related to Customer's use of the Service for its Normal Operations. Customer acknowledges that it may not use the Services as a data repository for unrelated data. Any use of database storage outside the scope of these Terms will be charged additional fees at CrescentOne's current storage rates.

4. Service Description.

4.1. Scope of Services. The Services covered by the Agreement shall include such services described in any Service Order or other Order, Addendum, Exhibit or Amendment expressly agreed to by Customer and CrescentOne. Customer acknowledges and agrees that any Professional Services (including, but not limited to consulting services, implementation services, migration services, customization services, training services and/or education classes) shall be covered by a separate agreement, subject to separate terms and conditions.

4.2. Glovia G2 Cloud Support. CrescentOne will make commercially reasonable efforts to promote Customer's successful utilization of the Service, including but not limited to providing Customer with User Guides, and online help. CrescentOne also offers optional Professional Services consultation and training classes for an additional fee. Customer acknowledges that CrescentOne has extensive experience helping Customers improve utilization and realization of benefits of the Service, and that not following the advice of CrescentOne in these areas may substantially undermine Customer's successful utilization of the Service.

5. Proprietary Rights.

5.1. Customer Content. Except as provided in this Article 5, CrescentOne obtains no rights under this Agreement from Customer (or its licensors) to Customer Content. Customer consents to CrescentOne's (and its affiliates and partners) use of Customer Content to provide the Service to Customer and its End Users.

5.2. Adequate Rights. Customer represents and warrants to CrescentOne that: (a) Customer or its licensors own all right, title, and interest in and to Customer Content and Suggestions; (b) Customer has all rights in Customer Content and Suggestions necessary to grant the rights contemplated by this Agreement; and (c) no Customer Content or End Users' use of Customer Content or the Service will violate the Acceptable Use Policy.

5.3. License to Customer Data. Subject to the provisions of the Agreement, Customer grants CrescentOne a nonexclusive non-transferable (except to another direct or indirect subsidiary of Constellation Software, Inc., or the successor to all or substantially all of CrescentOne's business or assets) license to copy, store, record, transmit, maintain, display, view, print, or otherwise use Customer Data to the extent necessary to provide the Service to Customer. Customer agrees that the license to Customer Data shall survive the termination of this Agreement for up to one year, solely for the purpose of storing backup Customer Data at an offsite storage facility.

5.4. Rights to CrescentOne Content. Customer acknowledges and agrees that the Service and CrescentOne Content, including any necessary software used in connection with the Service, contain proprietary and confidential information that is protected by applicable intellectual property and other laws. Customer further acknowledges and agrees that content or information presented to Customer through the Service or by advertisers may be protected by copyrights, trademarks, service marks, patents or other proprietary rights and laws, and that its use of such proprietary materials shall be limited to the use described in the Agreement.

5.5. Service License. CrescentOne or its licensors own all right, title, and interest in and to the Service, and all related technology and intellectual property rights. Subject to the terms of this Agreement, CrescentOne grants Customer a limited, revocable, non-exclusive, non-sublicensable, non-transferrable license to do the following: (a) access and use the Service solely in accordance with this Agreement; and (b)

copy and use the CrescentOne and AWS Content solely in connection with Customer's permitted use of the Service. Except as provided in this Article 6.5, Customer obtains no rights under this Agreement from CrescentOne, its affiliates or its licensors to the Service, including any related intellectual property rights. Some CrescentOne or AWS Content and Third-Party Content may be provided to you under a separate license, such as the Apache License, Version 2.0, or other open source license. In the event of a conflict between this Agreement and any separate license, the separate license will prevail with respect to the CrescentOne Content, AWS Content or Third-Party Content that is the subject of such separate license.

5.6. License Restrictions. Neither Customer nor any End User will use the Service in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User will, or will attempt to (a) modify, distribute, alter, tamper with, repair, or otherwise create derivative works of any Content included in the Service (except to the extent Content included in the Service is provided to Customer under a separate license that expressly permits the creation of derivative works), (b) reverse engineer, disassemble, or decompile the Service or apply any other process or procedure to derive the source code of any software included in the Service (except to the extent applicable law doesn't allow this restriction), (c) access or use the Service in a way intended to avoid incurring fees or exceeding usage limits or quotas, or (d) resell or sublicense the Service. Customer may only use the AWS Marks in accordance with the Trademark Use Guidelines. Customer may only use the CrescentOne and Fujitsu Marks by CrescentOne's written consent. You will not misrepresent or embellish the relationship between CrescentOne and/or AWS and Customer (including by expressing or implying that CrescentOne and/or AWS support, sponsor, endorse, or contribute to Customer or Customer's business endeavors). Customer will not imply any relationship or affiliation between CrescentOne and/or AWS and Customer except as expressly permitted by this Agreement.

5.7. Suggestions. If Customer provides any Suggestions to CrescentOne or its affiliates, CrescentOne and its affiliates will be entitled to use the Suggestions without restriction. Customer hereby irrevocably assigns to CrescentOne all right, title, and interest in and to the Suggestions and agrees to provide CrescentOne any assistance it requires to document, perfect, and maintain its rights in the Suggestions.

5.8. Trademarks. Except as part of the Service, Customer agrees not to display or use the Fujitsu Marks in any manner without Fujitsu's or CrescentOne's express prior written permission.

5.9. Confidentiality and Publicity. Each party agrees: (a) to keep confidential all Confidential Information disclosed to it by the other party or by a third-party; (b) not to use the Confidential Information of the other party except to the extent necessary to perform its obligations hereunder; and (c) to protect the confidentiality thereof in the same manner as it protects the confidentiality of similar information and data of its own (at all times exercising at least a reasonable degree of care in the protection of such Confidential Information). CrescentOne will restrict its employees' access to Customer's Confidential Information to only those employees necessary to successfully provide the Service. CrescentOne may disclose Confidential Information on a need-to-know basis to its contractors who have executed written agreements requiring them to maintain such information in strict confidence and use it only to facilitate the performance of their services for CrescentOne in connection with the performance of this Agreement. Confidential Information shall not include information which: (1) is known publicly; (2) is generally known in the industry before disclosure; (3) has become known publicly, without fault of the recipient, subsequent to disclosure by the disclosing party; or (4) the recipient becomes aware of from a third party not bound by non-disclosure obligations to the disclosing party and with the lawful right to disclose such information to the recipient. This Section 6.9 will not be construed to prohibit the disclosure of Confidential Information to the extent that such disclosure is required by law or order of a court or other governmental authority. The parties agree to give the other party prompt notice of the receipt of any subpoena or other similar request for such disclosure. With respect to any information received by either party from the other as a result of any other relationship between the parties other than as licensor and licensee (or customer and service provider, as the case may be) under this Agreement (i.e., business development, partnership, alliance, etc.), the parties will abide by the terms and conditions of any Nondisclosure Agreement (or similar agreement) executed between the parties. Customer will not issue any press release or make any other public communication with respect to this Agreement or its use of the Service without CrescentOne's express written consent.

5.10. Transmission of Data. Customer understands that the technical processing and transmission of Customer's Electronic Communications is fundamentally necessary to Customer's use of the Service. Customer expressly consents to CrescentOne's interception and storage of Electronic Communications

and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the Internet, and over various networks, only part of which may be owned and/or operated by CrescentOne. Customer acknowledges and understands that changes to Customer's Electronic Communications may occur in order to conform and adapt such data to the technical requirements of connecting networks or devices. Customer further acknowledges and understands that Electronic Communications may be accessed by unauthorized parties when communicated across the Internet, network communications facilities, telephone, or other electronic means. Customer agrees that CrescentOne is not responsible for any Electronic Communications and/or Customer Data which are lost, altered, intercepted or stored without authorization during the transmission of any data whatsoever across networks not owned and/or operated by CrescentOne.

6. Warranties.

6.1. Limited Warranties. CrescentOne provides only the limited warranties of functionality, service level, security, data maintenance and backup only as expressly provided below.

6.2. Warranty of Functionality. CrescentOne warrants to Customer that during the Term, the Service will achieve in all material respects the functionality described in the relevant portions of the Glovia G2 Cloud User Guides and in other related documentation (available at <http://www.glovia.com/Glovia-G2-Cloud-Terms> or successor Web site) and that such functionality will be maintained in all material respects in subsequent upgrades to the Service. CrescentOne does not warrant that the Service will be error-free. Customer's sole and exclusive remedy for CrescentOne's breach of this warranty shall be that CrescentOne shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the Glovia G2 Cloud User Guides and other related documentation and if CrescentOne is unable to restore such functionality Customer shall be entitled to terminate the Agreement and shall be entitled to receive a pro-rata refund of the Monthly Fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by CrescentOne as of the date of such termination. CrescentOne shall have no obligation with respect to a warranty claim unless notified of such claim within sixty (60) days of the first instance of any material functionality problem, and such notice must be sent to Accounting-AR@glovia.com.

6.3. Service Level Warranty. CrescentOne warrants that during the Term, in each month, the Service will meet the service levels outlined in Exhibit A, attached to these Terms and incorporated by this reference.

6.4. Security, Data Maintenance and Backup Warranty. CrescentOne warrants that during the Term, CrescentOne will use commercially reasonable efforts to ensure that Customer's Data will be safeguarded and maintained accurately. CrescentOne also warrants that it will, at a minimum, utilize and maintain security and backup procedures as listed in Exhibit B, attached to these Terms and incorporated by this reference, to protect Customer Data. In the event of a breach of this provision, CrescentOne will use commercially reasonable efforts to correct the Customer's Data or restore the Customer's Data within three (3) business days. In the event CrescentOne is unable to correct or restore Customer's Data as provided in this Article 6.4, Customer's sole and exclusive remedy shall be that it may at its option terminate its subscription to the Service and receive a pro-rata refund of any fees paid under the Agreement for its use of the Service but which use has not yet been furnished by CrescentOne as of the date of termination.

6.5. Non-Infringement Warranty. CrescentOne warrants that it is the sole owner and has full power and authority to grant the license and use of the Service and other rights granted by the Agreement to Customer with respect to the Service and that neither the performance by Customer in its utilization of the Service, nor the license of and authorized use by Customer of the Service as described herein will in any way constitute an infringement or other violation of any copyright, trade secret, trademark, patent, invention, proprietary information, non-disclosure, or other rights of any third party.

6.6. Links. The Service may provide, or third parties may provide, links to other World Wide Web sites or resources. Because CrescentOne has no control over such sites and resources, Customer acknowledges and agrees that CrescentOne is not responsible for the availability of such external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources.

6.7. Disclaimer of Warranties. EXCEPT AS STATED IN THIS ARTICLE 6, CRESCENTONE DOES NOT REPRESENT THAT CUSTOMER'S USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR THAT THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT ALL ERRORS IN THE SERVICE AND/OR DOCUMENTATION WILL BE CORRECTED OR THAT THE SYSTEM THAT MAKES THE SERVICE AVAILABLE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE WARRANTIES STATED IN THIS ARTICLE 6 ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY CRESCENTONE. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS STATED IN THIS ARTICLE 6, THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

6.8. Limitations of Liability. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE CONSIDERATION WHICH CRESCENTONE IS CHARGING IN CONNECTION WITH THE AGREEMENT DOES NOT INCLUDE ANY CONSIDERATION FOR ASSUMPTION BY CRESCENTONE OF THE RISK OF CUSTOMER'S INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, GOODWILL OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, NEITHER CRESCENTONE, NOR ANY OF ITS AFFILIATES OR LICENSORS WILL BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH: (A) CUSTOMER'S INABILITY TO USE THE SERVICE, INCLUDING AS A RESULT OF ANY (I) TERMINATION OR SUSPENSION OF THIS AGREEMENT OR CUSTOMER'S USE OF OR ACCESS TO THE SERVICE, (II) CRESCENTONE'S DISCONTINUATION OF ANY OR ALL OF THE SERVICE, OR, (III) WITHOUT LIMITING ANY OBLIGATIONS UNDER THE SERVICE LEVEL AGREEMENTS, ANY UNANTICIPATED OR UNSCHEDULED DOWNTIME OF ALL OR A PORTION OF THE SERVICE FOR ANY REASON; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; (C) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY CUSTOMER IN CONNECTION WITH THIS AGREEMENT OR ITS USE OF OR ACCESS TO THE SERVICE; OR (D) ANY UNAUTHORIZED ACCESS TO, ALTERATION OF, OR THE DELETION, DESTRUCTION, DAMAGE, LOSS OR FAILURE TO STORE ANY OF CUSTOMER'S CONTENT OR OTHER DATA. THE MAXIMUM LIABILITY OF EITHER PARTY TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY LICENSE, USE OR OTHER EMPLOYMENT OF THE SERVICE, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE EQUIVALENT OF 12 MONTHS IN MONTHLY FEES APPLICABLE AT THE TIME OF THE EVENT. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS AGREEMENT. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS ARTICLE 6 ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE USE OF THE SERVICE AND THAT, WERE CRESCENTONE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS STATED IN THE AGREEMENT, SUCH CONSIDERATION WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER. CERTAIN STATES AND/OR JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS SET FORTH ABOVE MAY NOT APPLY TO CUSTOMER. THE LIMITATION OF LIABILITY SET FORTH IN THIS ARTICLE 6 SHALL NOT APPLY TO ANY INDEMNITY OBLIGATIONS SET FORTH IN ARTICLE 7, BELOW.

7. Indemnification. Subject to the limitations in this Article 7:

7.1. By CrescentOne.

7.1.1. Generally. CrescentOne will indemnify, defend and hold Customer harmless from and against any Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the Service infringes or misappropriates that third party's intellectual property rights; provided that Customer (a) promptly gives CrescentOne notice of the claim, suit, action, or

proceeding; (b) gives CrescentOne sole control of the defense and related settlement negotiations; and (c) provides CrescentOne with all reasonably available information and assistance necessary to perform CrescentOne's obligations under this paragraph. If the Service is held to infringe any intellectual property right, CrescentOne will, in its sole discretion, either: (i) procure the rights to use that portion of the Service alleged to be infringing (ii) replace the alleged infringing portion of the Service with a non-infringing alternative; (iii) modify the alleged infringing portion of the Service to make it non-infringing; or (iv) terminate the allegedly infringing portion of the Service or this Agreement. Provided that CrescentOne complies with this Section 7.1.1, Customer shall have no remedy against CrescentOne, except it may at its option terminate the Agreement and receive a pro-rata refund of the Monthly Fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by CrescentOne as of the date of such termination.

7.1.2. Disclosure of Customer Data. CrescentOne will fully indemnify, defend and hold Customer harmless from and against any Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer which arise out of or result from CrescentOne's gross negligence in preventing unauthorized access to confidential Customer data, or CrescentOne's willful disclosure of such confidential Customer data, as determined by a court of competent jurisdiction in connection with a claim by a third party alleging a breach of confidentiality. In addition, CrescentOne will indemnify Customer up to an amount equal to the equivalent of 12 months times the Monthly Fees applicable at the time of the event, from and against any Losses incurred by Customer with respect to any third party claim, suit, action, or proceeding arising out of or relating to CrescentOne's breach of Section 5.9 of this Agreement (which breach does not rise to the level of gross negligence in preventing unauthorized access to confidential Customer Data or CrescentOne's willful disclosure of such confidential Customer Data as described in this Section 7.1.1.). CrescentOne's indemnification obligations under this Section 7.1.1. are expressly premised upon Customer (a) promptly giving CrescentOne notice of any such third party claim, suit, action, or proceeding; (b) giving CrescentOne sole control of the defense and related settlement negotiations; and (c) promptly providing CrescentOne with all reasonably available information and assistance necessary to perform CrescentOne's obligations under this Section 7.1.1. Provided that CrescentOne complies with this Section 7.1.1., Customer shall have no remedy against CrescentOne, except it may at its option terminate the Agreement and receive a pro-rata refund of the Monthly Fees paid for under the Agreement for its use of the Service but which use has not yet been furnished by CrescentOne as of the date of such termination.

7.2. By Customer. Customer shall defend and hold CrescentOne and its affiliates and licensors, and each of their respective employees, officers, directors, and representatives, harmless from and against any and all Losses arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against CrescentOne, or its affiliates and licensors, and each of their respective employees, officers, directors, and representatives, which arise out of or result from (i) a claim by a third-party alleging that the Customer Data or any Trademarks, or any use thereof, infringes the intellectual property rights or other rights, or has caused harm to a third party, (ii) breach of this Agreement or violation of applicable law by Customer, Customer's End Users or Customer's Content; (iii) Customer's or its End Users' use of the Service; or (iv) a dispute between Customer and its End Users. Customer will reimburse CrescentOne for reasonable attorneys' fees, as well as its employees' and contractors' time and materials spent responding to any third party subpoena or other compulsory legal order or process associated with third party claims described in (i) through (iv) above at CrescentOne's then-current hourly rates.

7.3. Limitations on Indemnification. Neither party will have obligations or liability under this Article 7 arising from infringement by combinations of the Service or Customer's Content, as applicable, with any other product, service, software, data, content or method. In addition, CrescentOne will have no obligations or liability arising from Customer's or its End Users' use of the Service after CrescentOne has notified Customer to discontinue such use. The remedies provided in this Article 7 are the sole and exclusive remedies for any third-party claims of infringement or misappropriation of intellectual property rights by the Service or by Customer's Content.

7.4. Process. The obligations under this Article 7 will apply only if the party seeking defense or indemnity: (a) gives the other party prompt written notice of the claim, suit, action, or proceeding; (b) permits the other party to control the defense and settlement of the claim; and (c) reasonably cooperates with the other party (at the other party's expense) in the defense and settlement of the claim. In no event will a party agree to

any settlement of any claim that involves any commitment, other than the payment of money, without the written consent of the other party.

8. Fees and Payment.

8.1. Monthly Fees. Customer shall pay the Monthly Fees shown on the applicable Service Order in advance during the Term, and for each month thereafter until Customer has provided CrescentOne with notice of intent not to renew the Agreement at least thirty (30) days prior to the end of any Term, or until the Agreement has been terminated for cause as provided in Article 9. Monthly Fees for the first month of Customer's subscription to the Service shall be pro-rated from the actual Start Date to the Monthly Billing Date shown on the Service Order. CrescentOne reserves the right to increase the standard Monthly Fees it charges for the Service at the end of any Term, subject to providing Customer with at least sixty (60) days advance notice of the increase.

8.2. Set-Up Fees. Customer shall pay the Set-Up Fees shown on the applicable Service Order on the first day of the month after the Service Order is executed by Customer and accepted by CrescentOne.

8.3. Late Payments. Any late payments shall be subject to a service charge equal to 1.5% of the amount due (calculated on a monthly basis) or the maximum amount allowed by law, whichever is less. In the event that CrescentOne incurs any costs (including reasonable attorney's fees) for efforts in collecting overdue fees from Customer, Customer agrees to pay such costs.

8.4. Taxes. Customer further agrees to pay any foreign, federal, state or local taxes which may be applicable to Customer's access to, use of or receipt of the Service. Except as provided in this Article, each party will be responsible, as required under applicable law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest, and other additions thereto) that are imposed on that party upon or with respect to the transactions and payments under this Agreement. All fees payable by Customer are exclusive of Indirect Taxes. CrescentOne may charge and Customer will pay applicable Indirect Taxes that CrescentOne is legally obligated or authorized to collect from Customer. Customer will provide such information to CrescentOne as reasonably required to determine whether CrescentOne is obligated to collect Indirect Taxes from Customer. CrescentOne will not collect, and you will not pay, any Indirect Tax for which Customer furnishes CrescentOne a properly completed exemption certificate or a direct payment permit certificate for which CrescentOne may claim an available exemption from such Indirect Tax. All payments made by Customer to CrescentOne under this Agreement will be made free and clear of any deduction or withholding, as may be required by law. If any such deduction or withholding (including but not limited to cross-border withholding taxes) is required on any payment, Customer will pay such additional amounts as are necessary so that the net amount received by CrescentOne is equal to the amount then due and payable under this Agreement. CrescentOne will provide Customer with such tax forms as are reasonably requested in order to reduce or eliminate the amount of any withholding or deduction for taxes in respect of payments made under this Agreement.

9. Term, Suspension, Termination and Modification.

9.1. Term. The Term begins on the Effective Date of Customer's first Service Order and ends when the Agreement has expired or been terminated. Customer's subscription to the Service begins on the date when services are first provided to Customer (the "Start Date" - the Estimated Start Date is shown on the Service Order, and may be earlier or later based on actual circumstances) and continues until terminated as provided below.

9.2. Temporary Suspension.

9.2.1. Generally. CrescentOne may suspend Customer's or any End User's right to access or use any portion or all of the Service immediately upon notice to Customer if CrescentOne determines:

9.2.1.1. Customer's or an End User's use of the Service (i) poses a security risk to the Service or any third party, (ii) could adversely impact CrescentOne's or its affiliates or partners' systems, the Service or the systems or Content of any other customer of CrescentOne or its affiliates or partners, (iii) could subject CrescentOne, its affiliates, or any third party to liability, or (iv) could be fraudulent;

9.2.1.2. Customer or any End User is in breach of this Agreement;

9.2.1.3. Customer is in breach of its payment obligations under Article 8; or

9.2.1.4. Customer has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

9.2.2. Effect of Suspension. If CrescentOne suspends Customer's right to access or use any portion or all of the Service:

9.2.2.1. Customer remains responsible for all fees and charges Customer incurs during the period of suspension; and

9.2.2.2. Customer will not be entitled to any service credits under the Service Level Agreements for any period of suspension.

9.3. Termination.

9.3.1. Termination for Convenience. At the end of any Term specified in any Service Order, Addendum or Amendment, either party may terminate this Agreement for any reason by providing the other party with at least 30 days' advance notice.

9.3.2. Termination for Cause.

9.3.2.1. By Either Party. Either party may terminate this Agreement for cause upon thirty (30) days written notice to the other party in the event of a breach of a material provision of this Agreement by the other party, provided that, during the thirty (30) day period, the breaching party fails to cure such breach.

9.3.2.2. By CrescentOne. CrescentOne may also terminate this Agreement immediately upon notice to Customer (A) for cause if CrescentOne has the right to suspend under Article 3, (B) if CrescentOne's relationship with a third-party partner who provides software or other technology CrescentOne uses to provide the Service expires, terminates or requires CrescentOne to change the way we provide the software or other technology as part of the Service, or (C) in order to comply with the law or requests of governmental entities.

9.4. Effects of Termination.

9.4.1. Generally. Upon the Termination Date:

9.4.1.1. Except as provided in Articles 6 and 7, all of Customer's rights under this Agreement immediately terminate;

9.4.1.2. Customer remains responsible for all fees and charges it has incurred through the Termination Date and is responsible for any fees and charges it incurs during the post-termination period described in Article 9.4.2;

9.4.1.3. Customer will immediately return or, if instructed by CrescentOne, destroy all CrescentOne and/or AWS Content in Customer's possession; and

9.4.1.4. Par. 3.1 and Articles 5 (except the license granted to Customer in Article 5.3), 6, 7, 8, 9, and 10 will continue to apply in accordance with their terms.

9.4.2. Post-Termination.

9.4.2.1. Unless CrescentOne terminates Customer's use of the Service pursuant to Par. 9.3.2.2, during the 30 days following the Termination Date:

9.4.2.1.1. CrescentOne will not take action to remove from the Service any Customer Content as a result of the termination; and;

9.4.2.1.2. CrescentOne will allow Customer to retrieve Customer Content from the Service only if Customer has paid all amounts due under this Agreement.

9.4.2.2. Use of Service After Termination Date. For any use of the Service after the Termination Date, the terms of this Agreement will apply and Customer will pay the applicable fees at CrescentOne's then-standard rates.

If this Agreement is terminated as a result of a breach on CrescentOne's part, CrescentOne shall refund the pro rata portion of any fee that may have been paid by Customer for the portion of the Service not furnished to Customer.

9.4.2.3. Handling of Customer Data In The Event of Termination. Customer acknowledges and agrees that following termination of Customer's account and/or use of the Service, CrescentOne may immediately deactivate Customer's account and that following a reasonable period of not less than 90 days shall be able to delete Customer's account and related Customer Data. However, in the event that Customer's Service with CrescentOne terminates, CrescentOne will provide Customer with a copy in electronic format of the Customer Data as it existed in the database of the Service as of the date of termination, provided that Customer has paid in full all good faith undisputed amounts owed to CrescentOne. Customer further agrees that CrescentOne shall not be liable to Customer or to any third party for any termination of Customer access to the Service or deletion of Customer Data, provided that CrescentOne is in compliance with the terms of this Section 9.4.2.3.

9.4.3. Modification or Discontinuation of The Service. CrescentOne reserves the right at any time and from time to time to modify, temporarily or permanently, the Service (or any part thereof). In the event that CrescentOne modifies the Service in a manner which removes or disables a feature or functionality on which Customer materially relies, CrescentOne, at Customer's request, shall use commercially reasonable efforts to substantially restore such functionality to Customer. In the event that CrescentOne is unable to substantially restore such functionality, Customer shall have the right to terminate the Agreement and receive a pro-rata refund of the Monthly Fees paid under the Agreement for use of the Service which was paid for by Customer but not yet furnished by CrescentOne as of the date of such termination. Customer acknowledges that CrescentOne reserves the right to discontinue offering the Service at the conclusion of Customer's then current Term. Customer agrees that CrescentOne shall not be liable to Customer or to any third party for any modification of the Service as described in this Section 9.4.3.

9.4.4. Modification To The Terms. CrescentOne reserves the right at any time and from time to time to modify these Terms.

9.4.5. Effects of Termination. The following obligations shall survive termination of the Agreement for any reason:

9.4.5.1. all obligations relating to non-use and nondisclosure of the Confidential Information;

9.4.5.2. all applicable obligations relating to indemnification and protection of proprietary rights;

9.4.5.3. all obligations to make payments of amounts that are or become due under the Agreement prior to the effective date of termination (except as otherwise provided in the Agreement); and

9.4.5.4. all provisions regarding the limitations and exclusions of liability, warranty, and remedy.

10. GENERAL TERMS

10.1. Governing Law and Jurisdiction. The Agreement, and all matters arising out of or relating to the Agreement and/or the Service, will be governed by the procedural and substantive laws and regulations of the State of California, and any controlling U.S. federal law, without reference to the choice of law principles provided therein.

10.2. Disputes. Unless expressly otherwise agreed by the parties, any disputes, actions, claims or causes of action arising out of or in connection with the Agreement (or the Service) shall be subject to the exclusive jurisdiction of the state and federal courts located in Los Angeles County, California. If any provision is held by a court of competent jurisdiction to be contrary to law, such provision shall be limited or eliminated to the minimum extent necessary so that the Agreement shall otherwise remain in full force and effect.

10.3. Trade Compliance. In connection with this Agreement, each party will comply with all applicable import, re-import, sanctions, anti-boycott, export, and re-export control laws and regulations, including all such laws and regulations that apply to a U.S. company, such as the Export Administration Regulations, the International Traffic in Arms Regulations, and economic sanctions programs implemented by the Office of Foreign Assets Control. For clarity, Customer is solely responsible for compliance related to the manner in which Customer chooses to use the Service, including Customer's transfer and processing of Customer's Content, the provision of Customer's Content to its End Users, customers, contractors, and other third parties. Customer represents and warrants that neither Customer nor its financial institutions, nor any party that owns or controls Customer or Customer's financial institutions, are subject to sanctions or otherwise designated on any list of prohibited or restricted parties, including but not limited to the lists maintained by the United Nations Security Council, the U.S. Government (e.g., the Specially Designated Nationals List and Foreign Sanctions Evaders List of the U.S. Department of Treasury, and the Entity List of the U.S. Department of Commerce), the European Union or its Member States, or other applicable government authority.

10.4. Attorneys' Fees and Costs. If either party to the Agreement brings any action, suit, counterclaim, appeal, arbitration, or mediation against the other party arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and costs as determined by the Court, arbitrator, or mediator.

10.5. Relationship of the Parties. The Parties are non-exclusive, independent contractors, and nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties. Neither party, nor any of their respective affiliates, is an agent of the other for any purpose or has the authority to bind the other. Both parties reserve the right (a) to develop or have developed for it products, services, concepts, systems, or techniques that are similar to or compete with the products, services, concepts, systems, or techniques developed or contemplated by the other party, and (b) to assist third party developers or systems integrators who may offer products or services which compete with the other party's products or services.

10.6. No Third-Party Beneficiaries. Except as set forth in Article 7, this Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.

10.7. Assignment. Customer may not assign or otherwise transfer the Agreement or any license, right, or obligation under this Agreement without CrescentOne's express prior written consent. Any attempted unauthorized assignment by Customer shall be wholly null and void and of no force or effect whatsoever. CrescentOne may assign this Agreement without Customer's consent (a) in connection with a merger, acquisition or sale of all or substantially all of CrescentOne's assets, or (b) to any affiliate or as part of a corporate reorganization; and effective upon such assignment, the assignee is deemed substituted for CrescentOne as a party to this Agreement and CrescentOne is fully released from all of its obligations and duties to perform under this Agreement. Subject to the foregoing, this Agreement will be binding upon, and inure to the benefit of the parties and their respective permitted successors and assigns.

10.8. Force Majeure. Excluding only Customer's material obligations of Confidentiality and payment, neither party will otherwise be responsible to the other party for any nonperformance or delay in the performance of its obligations under the Agreement due to any force majeure event, including, but not limited to, acts of God, acts of governments, fire, natural disaster, terrorism, labor stoppage, war or military hostilities, riots, accidents in transportation, criminal acts of third parties, or other causes beyond the commercially reasonable control of the nonperforming party, and any payment date or delivery of Service date shall be extended to the extent of any delay resulting from any force majeure event, provided, however, that in the event of any such nonperformance, the nonperforming party shall be required to promptly notify the other party of such nonperformance and of the date when such performance has resumed.

10.9. Notices. Any notice which is or may be required to be given under the Agreement must be in writing. Routine notices by CrescentOne concerning the Service, Support, User Guides or changes in the Terms may be given by e-mail as provided in Section 3.7 of these Terms. However, all notices concerning breach or termination of the Agreement will be sent by registered or certified mail, postage prepaid, return receipt requested, or by commercial courier service, fees prepaid. All notices will be deemed to have been given when received, addressed to Customer at the address specified in the Registration Data as of the date of the notice, and to CrescentOne at the following address: CrescentOne Inc. Attn: General Counsel, 200 Continental Blvd., 3rd Floor, El Segundo, CA 90245.

10.10. Severability. In the event that any provision contained in the Agreement is held to be illegal, invalid, or unenforceable, such illegality, invalidity or unenforceability will not affect (i) the other provisions of the Agreement; (ii) the application of such provision to any circumstance other than that for which the Agreement was held to be illegal, invalid, or unenforceable; and (iii) the legality, validity, or enforceability of the Agreement as a whole.

10.11. Waiver. The failure by CrescentOne to enforce any provision of this Agreement will not constitute a present or future waiver of such provision nor limit CrescentOne's right to enforce such provision at a later time. All waivers by CrescentOne must be in writing to be effective. Except for actions relating to Customer's nonpayment and/or material breach of the Agreement, no action, regardless of form, arising out of the Agreement may be brought by Customer or CrescentOne more than one (1) year after the cause of action has accrued.

10.12. Purchase Orders. Except for identifying the licenses and/or services that Customer is ordering under the Agreement only for Customer's own internal purposes, the charges, terms and conditions contained or referenced in Customer's purchase order or other ordering document will be of no force or effect whatsoever and shall in no way alter or modify any portion of the Agreement.

10.13. Amendment. Except as otherwise provided in these Terms, no portion of the Agreement may be modified or amended except in a writing signed by Customer's and CrescentOne's authorized representatives, and no other act, document, usage, or custom will be deemed to amend or modify the Agreement in any way.

10.14. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the Service and supersedes all prior and contemporaneous agreements, discussions, understandings, and/or representations, whether written or verbal, regarding the subject matter of this Agreement (but does not supersede any prior Software License Support Service and Professional Services Agreement between CrescentOne and Customer regarding CrescentOne Software, unless expressly stated in writing). There are no undertakings, restrictions, promises, warranties or covenants except as expressly stated herein. CrescentOne will not be bound by, and specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) including for example, any term, condition or other provision (a) submitted by Customer in any order, receipt, acceptance, confirmation, correspondence or other document, (b) related to any online registration, response to any Request for Bid, Request for Proposal, Request for Information, or other questionnaire, or (c) related to any invoicing process that Customer submits or requires CrescentOne to complete. If the terms of this document are inconsistent with the terms contained in any Policy, the terms contained in this document will control, except that the Service Terms will control over this document.

11. DEFINITIONS

11.1. "Acceptable Use Policy" means the policy located at <http://aws.amazon.com/aup> (and any successor or related locations designated by us), as it may be updated by us from time to time.

11.2. "API" means an application program interface.

11.3. "AWS Content" means Content AWS or any of its affiliates make available in connection with the Service to allow access to and use of the Service.

11.4. "AWS Marks" means any trademarks, service marks, service or trade names, logos, and other designations of AWS and its affiliates that we may make available to you in connection with this Agreement.

11.5. “AWS” means Amazon Web Services, Inc. and its affiliates.

11.6. “Confidential Information” shall include the terms of the Agreement, Customer Data, and any information that is clearly identified in writing at the time of disclosure as confidential. all nonpublic information disclosed by us, our affiliates, business partners or our or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential. Confidential Information includes: (a) nonpublic information relating to our or our affiliates or business partners’ technology, customers, business plans, promotional and marketing activities, finances and other business affairs; (b) third-party information that we are obligated to keep confidential; and (c) the nature, content and existence of any discussions or negotiations between you and us or our affiliates. Confidential Information does not include any information that: (i) is or becomes publicly available without breach of this Agreement; (ii) can be shown by documentation to have been known to you at the time of your receipt from us; (iii) is received from a third party who did not acquire or disclose the same by a wrongful or tortious act; or (iv) can be shown by documentation to have been independently developed by you without reference to the Confidential Information.

11.7. “Content” means software (including machine images), data, text, audio, video or images.

11.8. “Customer Content” means Content that Customer or any of its End Users transfers to CrescentOne for processing, storage or hosting by the Service and any computational results that Customer or any of its End Users derive from the foregoing through their use of the Service. For example, Customer Content includes Content that Customer or any of its End Users stores in Amazon Simple Storage Service.

11.9. “Customer Data” means all data of any kind contained within emails or otherwise entered by Customer or its End Users electronically through the Service or under Customer’s account, including, but not limited to, those containing business information, Registration Data, other account holder information, and financial information.

11.10. “Effective Date” means when Customer and CrescentOne have signed their first Service Order or other contract regarding the Service or, if earlier, when Customer begins to use any portion of the Service.

11.11. “End User” means any individual or entity that directly or indirectly through another user: (a) accesses or uses Customer’s Content; or (b) otherwise accesses or uses the Service under Customer’s account. The term “End User” does not include individuals or entities when they are accessing or using the Service or any Content under their own CrescentOne or AWS account, rather than under Customer’s account.

11.12. “Fujitsu Marks” means Glovia G2 Cloud, Glovia, GLOVIA G2, glovia.com, Fujitsu and the Fujitsu logo and other service marks, trademarks, logos and product and service names owned by CrescentOne or owned by Fujitsu Limited and used by CrescentOne with the permission of Fujitsu Ltd.

11.13. “CrescentOne Content” means Content provided by CrescentOne.

11.14. “Indirect Taxes” means applicable taxes and duties, including, without limitation, VAT, Service Tax, GST, excise taxes, sales and transactions taxes, and gross receipts tax.

11.15. “Losses” means any claims, damages, losses, liabilities, costs, and expenses (including, but not limited to, reasonable attorneys’ fees).

11.16. “Named User” means an individual authorized by Customer to access the hosted service, regardless of whether the individual is actively accessing the Service at any given time.

11.17. “Policies” means the Acceptable Use Policy, Privacy Policy, the Site Terms, the Service Terms, the Trademark Use Guidelines, all restrictions described in the AWS Content and on the AWS Site, and any other policy or terms referenced in or incorporated into this Agreement, but does not include whitepapers or other marketing materials referenced on the AWS Site.

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11.18. “Privacy Policy” means the privacy policy located at <http://aws.amazon.com/privacy> (and any successor or related locations designated by us), as it may be updated by us from time to time.

11.18.1. “Service Order” means the document(s) executed by Customer and CrescentOne and forming part of the Agreement, which describes the Term, the number of Named Users, any options Customers has elected, and any fees Customer has agreed to pay for the Service and any related deliverables. Any Professional Services ordered by Customer from CrescentOne shall be subject to a separate Professional Services Order covering such services. A Service Order or Amendment must be executed by Customer and accepted by CrescentOne in writing in each instance when Customer orders any additional Named Users, or changes the provisions of an existing Service Order prior to the change becoming effective.

11.18.2. “Service” means the services described on any Service Order signed by Customer and accepted by CrescentOne.

11.18.3. “Suggestions” means all suggested improvements to the Service that you provide to us.

11.18.4. “Term” means the term of this Agreement.

11.18.5. “Termination Date” means the effective date of termination provided in accordance with Article 9, in a notice from one party to the other.

11.19. “Third-Party Content” means Content made available to you by any third party on the AWS Site or in conjunction with the Service.

11.20. “Trademark Use Guidelines” means, with respect to any AWS trademarks, the guidelines and trademark license located at <http://aws.amazon.com/trademark-guidelines/> (and any successor or related locations designated by us), as they may be updated by AWS from time to time.

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EXHIBIT A SERVICE LEVEL AGREEMENT

Glovia G2 Cloud is hosted on Amazon Web Services (“AWS”), using one or more of the following AWS services at CrescentOne’s sole option: AWS Client VPN Service, Amazon RDS Service and Amazon Compute Service (EC2 and ECS). All Customer Data will be stored and processed at an AWS facility in AWS’ North America Region. To the extent that the Service involves services provided by AWS, this Service Level Agreement shall be subject to the then-current applicable AWS Service Level Agreements posted on the AWS website, as they may be updated by AWS from time to time at <https://aws.amazon.com/legal/service-level-agreements/> (and any successor or related locations designated by AWS).

CrescentOne performs maintenance and upgrades during scheduled times as follows:

Sun-Thu	Friday	Saturday
11:00 PM to 1:00 AM	11:00 PM to 4:00 AM	11:00 PM to 4:00 AM
Pacific Time	Pacific Time	Pacific Time

CrescentOne will periodically perform major upgrades, which may extend beyond the scheduled times shown above.

From time to time, in its sole discretion, CrescentOne may have to perform unscheduled maintenance.

CrescentOne will use commercially reasonable efforts to notify Customer of any maintenance or upgrades outside the regularly scheduled maintenance hours.

Except for the maintenance and upgrades listed above, CrescentOne guarantees 99.5% uptime for the Service. If in a calendar month these commitments are not met, Customer’s sole and exclusive remedy is that CrescentOne will provide Customer with a credit for one month’s Monthly Fees. Any credit is expressly conditioned upon Customer providing CrescentOne written notice of such failure sent to Accounting-AR@glovia.com by the tenth day of the month following such service level failure.

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EXHIBIT B SECURITY

Security Overview

CrescentOne's security strategy is to protect Customer data at multiple levels, which includes data security, data integrity, and data privacy. To ensure the privacy, security, and availability of Customer data and transactions, CrescentOne employs the following technologies in delivering its service.

- Secure Data Center
- Encrypted User Authentication
- Internet Firewalls
- Network Translation and Proxy Services
- IPsec or Secure Socket Layer Data Encryption (SSL)
- Highly Available Routers and Switches
- Highly Available, and Secure Web and Application Servers
- Highly Available Power
- Highly Available Data Access
- Scheduled Backups, Offsite Storage
- Highly Available Application
- Secure Operating Systems
- Data Security

Data Center Security

CrescentOne's production systems are located in one of the leading fully managed hosting facilities. Production application and database servers along with network equipment are housed at this facility which provides 24x7 security. To access the facility, personnel must pass several security levels guarded by state of the technology including encoded IDs and biometric readers

Data Security and Availability

CrescentOne uses a secure connection to communicate between your site and the Data Center. Data encryption is controlled through the secured connection protecting your data as it passes across the network. CrescentOne provides you with secure single sign on and authentication to the Glovia G2 Cloud Service. Administrative users are restricted to a controlled list; individual activities are restricted, logged, and monitored.

Secure Application Access

CrescentOne's users access the Service using secure single sign on and authentication. A customer cannot view or access another customer's data. Every successful and unsuccessful access is tracked, monitored, and made available to the customer.

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**System Security**

CrescentOne enforces tightly controlled passwords on its servers and network equipment. CrescentOne limits access to production systems to authorized personnel only. Passwords are changed on a regular basis.

System Reliability

CrescentOne looks at its application as well as the infrastructure as a tightly integrated system. All aspects of the system are designed to be reliable to ensure continued availability in the event that a component fails. CrescentOne employs a virtual resource architecture that provides fast recovery from equipment failure. CrescentOne operates the Service using an expert team and state of the art tools to manage, monitor, backup, and perform necessary maintenance. System administrators respond to monitoring alerts 24x7 and repair critical failures.