

END USER LICENSE AGREEMENT

This End User License Agreement (the "**Agreement**") is made between You - our Customer - and Nuvestack regarding the License (defined below) granted under this Agreement that governs the use of all aspects of the Nuvestack Platform (defined below) by You. Hereinafter: "**You**" or "**Your**" or "**Licensee**" shall refer to You, our Customer; and, Nuvestack, Inc. of 299 South Main Street, Suite 1300, Salt Lake City, Utah 84111 shall be referred to as the "**Company**".

PLEASE READ THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY BEFORE ACCEPTING, AND/OR BEFORE USING THE PLATFORM, OR ANY PART THEREOF. THE PLATFORM IS COPYRIGHTED AND LICENSED (NOT SOLD). TAKING ANY STEP TO USE AND/OR LOGIN TO ANY PRODUCT OR SERVICE OFFERING WITHIN THE PLATFORM CONSTITUTES YOUR ASSENT TO AND ACCEPTANCE OF THIS AGREEMENT WITHOUT EXCEPTION. WRITTEN OR SIGNED APPROVALS ARE NOT A PREREQUISITE TO THE ENFORCEABILITY OF THIS AGREEMENT. YOUR USE OF THE PLATFORM IS EXPRESSLY MADE CONDITIONAL ON YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE, YOU MUST IMMEDIATELY CEASE ALL USE OF THE PLATFORM.

IMPORTANT NOTES:

ALL USE OF THE PLATFORM SHALL BE SUBJECT TO THE SPECIFICATIONS, FEES, FEATURES, SCOPE, DURATION AND SUCH ADDITIONAL TERMS AND CONDITIONS SPECIFIED UNDER ANY ACCOMPANYING NUVESTACK SUBSCRIPTION AGREEMENT ("NSA") AND THE TERMS AND CONDITIONS FOUND AT WWW.NUVESTACK.COM/LEGAL AUTHORIZED IN CONJUNCTION WITH THE PURCHASE OF YOUR RIGHT TO USE THE PLATFORM. THE TERMS AND CONDITIONS OF THE NSA & NUVESTACK'S TERMS AND CONDITIONS FOUND ON OUR WEBSITE ARE HEREBY INCORPORATED BY REFERENCE INTO THIS AGREEMENT.

1. Definitions

In addition to capitalized terms defined elsewhere in this Agreement, the following terms shall have the meanings set forth opposite each one of them:

"Confidential Information" – means any proprietary information of either party ("**Disclosing Party**") disclosed to the other party hereto ("**Receiving Party**") including without limitation, information relating to either party's products,

technology, know-how, specifications, and concepts; as well as information of business and commercial nature, of either party, all in any form or medium whatsoever including in written, physical, digitalized, oral or visual form. All aspects of the Platform are deemed Confidential Information for purposes of this Agreement. “Confidential Information” does not include information that is: (a) public knowledge at the time of disclosure or thereafter becomes generally known other than through an act of negligence by the Receiving Party; (b) already known to the other Receiving Party prior to its receipt from the Disclosing Party, as evident by written records; (c) demonstrably independently developed at any time by the Receiving Party without use of the Confidential Information received hereunder; (d) rightfully obtained by the Receiving Party from other unrestricted sources, as evident by its written records; or (e) disclosed with the prior written permission of the Disclosing Party.

“Platform” shall mean NuveCenter TM inclusive of all Nuvestack Cloud IT Solutions, Managed Cloud Infrastructure, Applications and Desktops as a Service (DaaS) offerings, software, hardware reference architecture(s), requirements and specifications, diagrams, charts or program scripts and the machine readable (object code) version of computer programs developed, licensed, hosted or marketed by Nuvest. All references to Platform herein shall include all future Releases, Updates and Upgrades.

“Updates and New Version/s” - shall mean a modification to the Platform, which incorporates corrections of errors and/or which provides functional or performance improvements or enhancements. Updates and New Version are usually designated as a change in the version number to the right of the decimal point (from x.1 to x.2).

2. Grant of License

2.1. Scope of License: Subject to the timely payment of applicable fees specified under the Subscription Agreement, and subject to the terms and conditions of this Agreement, Company hereby grants to Licensee, a non-exclusive, non-transferable, license, without right to sub-licenseto, for the term specified under the Subscription Agreement to use the Platform internally in connection with Licensee’s own domains in the scope and manner specified under the Subscription Agreement, and subject to the payment of the corresponding consideration specified under the NSA.

2.2. Restrictions: Other than the rights expressly licensed hereunder to Licensee, no other rights or interest whatsoever in the Platform is transferred or granted to Licensee. Without limiting the foregoing, Licensee may not: (i) use the Platform for purposes other than the purposes explicitly set forth hereunder; (ii) reverse engineer or de-compile, modify or revise the Platform or any part thereof,

or create derivative works thereof; (iii) sub-license or resale the Platform or any part thereof.

2.3. Certain portions of software accompanying the Platform (by way of example only- Microsoft OS or Office) may be subject to "open source", "third party license fees" or "free software" licenses ("Third Party Code"). Such Third Party Code is not subject to the terms and conditions of this Agreement, but is licensed under the terms and conditions of the license that accompanies such Third Party Code.

3.0 Support

3.1 Throughout the term of the NSA (and any extensions thereof) following the Commencement Date, provided that the Licensee pays the applicable monthly subscription, maintenance and any other fees provided for in the Subscription Agreement, the Company shall provide support for the Platform as in the scope and manner specified under the NSA ("Support Services").

3.2 The Support Services do not include providing services in the event the Platform, or any part or component thereof: (i) has been subject to misuse, negligence, accident or improper installation, use or maintenance by anyone other than Company, or; (ii) has been modified or repaired by anyone other than Company; or (iii) has been used in a manner for which it was not intended, or not in compliance with its specifications; (iv) has been installed on, in attachment to or incorporated in products or environment other than as expressly set forth under this Agreement (including all exhibits thereto) or as otherwise expressly approved in writing by the Company; (v) has been damaged by any factor beyond Company's reasonable control such as, but not limited to, power failure, electric power surges, or unsuitable third party components and the interaction of the Platform therewith.

4. Consideration

In consideration for the rights and services granted and/or to be provided under this Agreement, Licensee shall pay to Company the fees specified under the NSA in accordance with the payment and other terms specified thereunder.

5. Proprietary Rights. Except with respect to Third Party Code (as defined above), Company owns and shall retain all rights, including all intellectual property rights, in and to the Platform, and any and all adaptations, modifications, enhancements, or improvements thereto made by any party, and in and to Company's Confidential Information. To remove any doubt, any content developed by Licensee using the Platform will be the property of the Company.

6. Indemnification Disclaimer of Warranty; Limitation of Liability.

6.1. Indemnification. Company shall defend, indemnify and hold harmless Licensee, from and against any and all damage, cost and expenses (including reasonable attorneys' fees) finally awarded by a competent court, which incurred as a result of any claim, suit or proceeding brought against any of them based on a claim that the Platform infringes upon intellectual property rights; provided that Licensee has notified Company promptly in writing of such claim, and gave the Company the authority, information, and assistance (at Company's expense) to control and handle the claim or the defense of any such suit, proceeding or settlement. The above indemnification shall be the sole remedy to which Licensee shall be entitled in connection with the foregoing.

The foregoing in Section 6.1 shall not apply to the extent that the infringement arises: (i) from the use of the Platform (or any component thereof) in a manner for which it was not intended or not authorized under this Agreement, or (ii) not in compliance with the documentation and specifications thereof, or (iii) where the infringement results from the combination of the Platform with other software or components, where the Company Platform standing alone, would not have infringed third party's rights, or (iv) where the Platform was modified not by Company.

6.2. Limitation of Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR LOSS OF GOODWILL, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES ACTUALLY PAID TO COMPANY HEREUNDER DURING THE 12 MONTHS PERIOD PRECEDING THE RESPECTIVE APPLICABLE CLAIM.

Disclaimer of Warranty. LICENSEE ACKNOWLEDGES THAT, THE PLATFORM AND ANY RELATED MATERIALS (IF ANY) PROVIDED TO LICENSEE UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED ON AN "AS IS" BASIS. THE ENTIRE RISK ARISING OUT OF USE OR USE AND PERFORMANCE OF THE PLATFORM AND ANY SUCH RELATED MATERIALS IS BORNE BY LICENSEE. TO THE EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ANY AND ALL WARRANTIES RELATING TO THE PLATFORM AND ANY RELATED MATERIALS, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF NON-INFRINGEMENT OF THIRD PARTY RIGHTS,

MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. OTHER IN EVENTS OF WILFUL MISCONDUCT IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE OF ANY NATURE OR KIND WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUES OR LOSS OF GOODWILL, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT EXCEED THE AGGREGATE FEES ACTUALLY PAID TO COMPANY HEREUNDER DURING THE 12 MONTHS PERIOD PRECEDING THE RESPECTIVE APPLICABLE CLAIM.

7. Confidentiality

7.1. Each Receiving Party, shall maintain confidential and not, without the Disclosing Party's prior consent, disclose to any third party any Confidential Information except to its own personnel, agents and officers having a legitimate need-to-know such Confidential Information for the purposes of this Agreement and who are bound by confidentiality obligations at least as protecting to Confidential Information as the terms of this Agreement, and the Receiving Party shall use Confidential Information only if and as required for the purpose of this Agreement.

7.2. The Receiving Party shall take all reasonably precautions necessary and appropriate to guard the confidentiality of the Confidential Information.

7.3. This Provisions of this Section 7 shall survive the termination of this Agreement for any reason for a period of 3 (three) years thereafter.

8. Term and Termination

8.1. This Agreement shall come into force upon its execution and remain in force for the period specified under the NSA, unless sooner terminated pursuant to the terms of this Agreement.

8.2. In case of a material breach of this Agreement by either Party not remedied within thirty (30) days from the other Party's notice thereof, or in case either Party should become bankrupt or insolvent and such event had not been challenged within sixty (60) days of filing, the other Party shall have the right to terminate this Agreement with immediate effect.

8.3. Effects of Termination: In any event of termination of this Agreement:

(a) All licenses and rights granted hereunder shall immediately expire and any and all use and/or exploitation by Licensee and/or on its behalf of the Platform and any part thereof, shall immediately cease and expire.

(b) Provisions contained in this Agreement, that are expressed or by their sense and context are intended to survive the termination of this Agreement shall so survive the termination, including without limitation Sections 5, 6.2, 7-9.

9. Miscellaneous

9.1. Any notice required or permitted to be given by either Party under this Agreement shall be in writing and may be delivered by courier, sent by registered letter or electronic mail. When the notice is sent by electronic mail, the sender shall confirm the notice by also sending the notice by courier or registered letter.

9.2. Neither Party may assign this Agreement in whole or in part without the prior written consent of the other Party. Such consent shall not be unreasonably withheld. Notwithstanding the above, such consent shall not be required, in connection with any merger, consolidation, reorganization or restructuring, or the sale of substantially all of a Party's assets as long as such successor or assignee of this Agreement agrees in writing to be bound by this Agreement.

9.3. This Agreement shall be governed by and construed in accordance with the laws of Utah and the Parties consent to the venue and jurisdiction of the Utah Federal and State Courts located in Salt Lake City, Utah.

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