

THIS IS AN AGREEMENT BETWEEN YOU AND NUVESTACK THAT GOVERNS YOUR USE OF ALL NUVESTACK CLOUD IT SOLUTIONS, PRODUCTS AND SERVICES SUBSCRIPTIONS AND OFFERINGS (“the Services”).

1. Use of the Services. Subject to this Agreement (“Agreement”) and the accompanying Nuvestack Subscription Agreement (“NSA”), we hereby grant you a direct, limited, non-exclusive, non-transferable, non-sublicenseable license to use the Services.

2. Limitations. You may not, and you will not encourage, assist or authorize any other person to, (a) sell, rent, lease, lend, loan, distribute, act as a Services bureau, publicly communicate, transform, or sub-license the Services or otherwise assign any rights to the Services in whole or in part without Nuvestack’s express written consent; or (b) modify, alter, tamper with, repair, or otherwise create derivative works of the Services. All rights granted to you are conditioned on your continued compliance with this Agreement, and will immediately and automatically terminate should this Agreement be materially breached.

3. Reservation of Rights. You may not use the Services for any illegal purpose. The structure, organization, and code of the Services are valuable trade secrets and confidential information of Nuvestack and/or its affiliates. The Services is protected by law, including without limitation copyright laws and international treaty provisions. Except for the rights explicitly granted to you in this Agreement, all right, title and interest in the Services are reserved and retained by Nuvestack.

4. Updates. In order to keep the Services up-to-date, we may provide automatic or manual updates at any time and without notice to you. If we elect to provide maintenance or support of any kind, we may terminate that maintenance or support at any time without notice to you.

5. Termination. You may terminate this Agreement at any time by cancelling your subscription to Services subject to Nuvestack Subscription Agreement. In the case of termination, you must cease to use the Services. We may also terminate your right to use the Services at any time and if we do so, we may modify the Services to make it inoperable. Our failure to insist upon or enforce your strict compliance with this Agreement will not constitute a waiver of any of our rights.

6. Disclaimer of Warranties and Limitation of Liability.

a. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICES, AND ANY OTHER ACCESS TO, THE SERVICES IS AT YOUR SOLE RISK. THE SERVICES IS DELIVERED TO YOU "AS IS" WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND NUVESTACK, ITS LICENSORS AND DISTRIBUTORS, CARRIERS OVER WHOSE NETWORK THE SERVICES IS DISTRIBUTED, AND EACH OF THEIR RESPECTIVE AFFILIATES AND SUPPLIERS (COLLECTIVELY, THE "RELEASED PARTIES") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING

WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY A RELEASED PARTY OR AN AUTHORIZED REPRESENTATIVE OF A RELEASED PARTY WILL CREATE A WARRANTY. THE LAWS OF CERTAIN JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

b. TO THE EXTENT NOT PROHIBITED BY LAW, NO RELEASED PARTY WILL BE LIABLE TO YOU FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY RELATED TO THE SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF LOSS OF PROFITS, REVENUE, DATA, OR USE OF THE SERVICES, EVEN IF A RELEASED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, ANY RELEASED PARTY'S AGGREGATE LIABILITY UNDER THE AGREEMENT WILL BE LIMITED TO \$50.00.

c. WHILE NUVESTACK MAKES EVERY EFFORT TO EVALUATE, TEST, AND APPROVE, NETWORK CONNECTIVITY BOTH INSIDE YOUR LAN AND FROM YOUR LAN TO YOUR INTERNET WAN PROVIDER BEFORE ENTERING INTO A CONTRACTUAL RELATIONSHIP, NUVESTACK CANNOT GUARANTEE THE AVAILABILITY OF OR QUALITY OF YOUR NETWORKING CONNECTIVITY PROVIDED BY THIRD-PARTY SERVICES. IT IS POSSIBLE THAT YOUR CONNECTIVITY TO THE INTERNET MAY CHANGE OVER TIME DECREASING YOUR LOCAL PERCEPTION OF THE SERVICES'S PERFORMANCE OR RENDERING THE SERVICES UNUSABLE. BY ACCEPTING THIS AGREEMENT YOU AGREE TO NOT HOLD NUVESTACK RESPONSIBLE FOR INTERNET CONNECTIVITY PROBLEMS. YOU ALSO AGREE THAT AT A FUTURE POINT, YOU MAY NEED TO UPGRADE THE QUALITY OF YOUR INTERNET CONNECTIVITY IN ORDER TO EXPERIENCE INCREASED PERFORMANCE FROM THE SERVICES.

7. Indemnification. You are liable for and will defend, indemnify, and hold harmless Nuvestack and its' officers, directors, agents, and employees, from and against any liability, loss, damage, cost, or expense (including reasonable attorneys' fees) arising out of your use of the Services in violation of this Agreement, violation of applicable law, or violation of any right of any person or entity, including without limitation intellectual property rights.

8. Authorization for Sales and Marketing Public Disclosures. You agree that thirty (30) days following the Commencement of Services, Nuvestack may include references or mentions of you or your business in its' marketing, social media and public relations campaigns including Case Studies or Use Cases for direct or indirect reference purposes as well as collateral created for general public release.

9. Amendment. We may amend this Agreement at our sole discretion by posting the revised terms on the Nuvestack website located at www.nuvestack.com/legal.

10. Conflicts. The terms of this Agreement govern the Services and any updates or upgrades to the Services that we may provide that replace or supplement the original Services, unless the update or upgrade is accompanied by a separate license, in which case the terms of that license will govern.

11. Nuvestack Services Usage.

a. Any Content that you or any End User run on, cause to interface with, or upload to the Services is Your Content. You are responsible for maintaining licenses and adhering to the license terms of any of Your Content on the Services.

b. Using Microsoft Software. In conjunction with the Services, you and your End Users may be allowed to use Microsoft Software. If you choose to use the Microsoft Software, Microsoft and its licensors require that you agree to Microsoft's Terms and Conditions.

c. You and your End Users may only use the Services for an End User's personal or office productivity. The Services are not meant to accept inbound network connections, be used as server instances, or serve web traffic or your network traffic. You may not reconfigure the inbound network connections of the Services. We may shut down End User accounts that are used in violation of this section or other provisions of the Agreement.

d. As part of regular operation and support of the Services, you authorize Nuvestack to perform configurations, health checks, and diagnostics on a regular basis. To complete these tasks, Nuvestack will use programmatic access that is provisioned as part of the Services account creation process for you or your End Users. During the performance of these tasks, Nuvestack will retrieve performance and log information tied to the operation and management of the Services.

e. You may not attempt to tamper with any software we pre-load on the Services instance (including the operating system software running on the Services), or in a way that is not part of normal operations or that attempts to circumvent charges for the Services or interfere with other users of the Services. During the regular operation of the Services, software may activate against a license activation server hosted by Nuvestack. You may not attempt to tamper with or use this license activation server in a way that is not part of normal operations or that attempts to circumvent charges for the Services. We may block access to the Services, and suspend your account, if we determine that you are in violation of this section.

f. You are responsible for End Users use of the Services. You are responsible for determining End User policies and configuring End User policy controls for the Services.