PROFESSIONAL SERVICES AGREEMENT

This Professional Service Agreement, including the Order Form which by this reference is incorporated herein (this "**Agreement**"), is a binding agreement between CloudBolt Software, Inc. ("CloudBolt") and the person or entity identified on the Order Form as the customer procuring the Professional Services (**"Customer" or "You"**). This Agreement is effective as the date of the Order Form or the date of first access to the Professional Services, whichever is earlier.

CLOUDBOLT PROVIDES THE PROFESSIONAL SERVICES SOLELY ON THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, THE ORDER FORM AND ANY APPLICABLE, MUTUALLY AGREED UPON, STATEMENT OF WORK. BY SIGNING THE ORDER FORM OR PROVIDING A PURCHASE ORDER REFERENCING THE ORDER FORM YOU (A) ACCEPT THIS AGREEMENT AND AGREE THAT CUSTOMER IS LEGALLY BOUND BY ITS TERMS; AND (B) REPRESENT AND WARRANT THAT IF CUSTOMER IS A CORPORATION, GOVERNMENTAL ORGANIZATION, OR OTHER LEGAL ENTITY, YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT ON BEHALF OF CUSTOMER AND BIND CUSTOMER TO ITS TERMS.

CloudBolt and Customer may each be individually referred to as a "**Party**" or collectively as the "**Parties**".

1.   DEFINITIONS

1.1   *Affiliate* means any corporation, partnership or other entity now existing or hereafter organized that directly or indirectly controls, is controlled by or under common control with a Party. For purposes of this definition "control" means the direct possession of a majority of the outstanding voting securities of an entity.

1.2   *Order Form* means each CloudBolt ordering document signed by the duly authorized representatives of both Parties which identifies the Services ordered by Customer from CloudBolt and which references this Agreement.

1.3   *Services* means those engineering, consulting, training, implementation or other services provided by CloudBolt pursuant to Section 2.1 hereof. Customer may order Services from CloudBolt by executing a mutually agreed upon Order Form and SOW, if applicable.

1.4   *SOW* means a Statement of Work signed by the duly authorized representatives of both parties that sets forth and describes Services to be provided to Customer hereunder, the fees to be paid, delivery schedules, timelines, specifications and any other terms agreed upon by the parties.

1.5   *Work Product* means any work product, deliverables, programs, interfaces, modifications, configurations, reports, analyses or documentation developed or delivered in the performance of Services.

2.   SERVICES

2.1.   *Services*. CloudBolt shall provide Customer certain Services, such as engineering, consulting, training or implementation services, as specified in an Order Form or SOW. All changes to an Order Form, or SOW must be approved by both parties in writing. CloudBolt does not guarantee any estimates set forth in a SOW but will notify Customer as soon as practicable if an estimate will be exceeded.

2.2.   *Work Product*. CloudBolt retains ownership of all information, software and other property owned by it prior to this Agreement or which it develops independently of this Agreement and all Work Product compiled or developed by CloudBolt in the performance of this Agreement. CloudBolt may utilize any and all methods, computer software, know-how or techniques related to programming and processing of data, developed by it while providing the Services and may incorporate the Work Product in future releases of any of its products or services.

2.3.   *Staffing, Designated Contact, Resources*. CloudBolt shall have sole discretion in staffing the Services and may assign the performance of any portion of the Services to any Affiliate or subcontractor, provided that CloudBolt shall be responsible for the performance of any such Affiliate or subcontractor. Customer shall designate at least one employee with knowledge of Customer's business and CloudBolt's technology and services as its primary contact to be available for communication with CloudBolt in providing the Services. Customer will cooperate with CloudBolt, will provide CloudBolt with accurate and complete information, will provide CloudBolt with such assistance and access as CloudBolt may reasonably request, and will fulfill its responsibilities as set forth in this Agreement and the SOW or Order Form, as the case may be. If CloudBolt personnel are required to be present on Customer's site, Customer will provide adequate workspace and may provide reasonable worksite safety and security rules to which such personnel are to conform. All resources and information that are required for CloudBolt to perform the Services shall be provided at Customer's expense.

3.   COOPERATION

3.1.   *Cooperation.* Customer acknowledges that Customer's provision of our access to Customer facilities, equipment, systems, networks, assistance, cooperation, data, information and materials, Customer's officers, agents and employees (the "Cooperation") is essential to our performance of the Professional Services. As part of the Cooperation, you will (a) designate a project manager or technical lead to liaise with CloudBolt while performing the Professional Services; (b) allocate and engage additional resources as may be required to assist in performing the Professional Services, including but not limited to: technical resources, business decision makers, and third party experts; (c) timely perform any tasks reasonably necessary to enable CloudBolt to perform the obligations; (d) actively participate in scheduled meetings; and (e) make available to CloudBolt, at no charge to CloudBolt, any data, information and any other materials reasonably required to perform the Professional Services, including any data, information or materials specifically identified in the SOW or Order Form (collectively "Customer Materials"). Customer is responsible for ensuring that all Customer Materials are accurate and complete.

3.2.   *Scheduling, Rescheduling and Cancellation.* It is expected that technical sessions will be scheduled at least five (5) business days in advance. Two (2) business days written notice is required for cancelling or rescheduling. If cancellation or rescheduling occurs with less than two (2) business days advance notice, the time allotted will be applied against the applicable SOW or Order Form. Customer will reimburse CloudBolt for any non-refundable expenses we incurred at the time of the cancellation or scheduling.

3.3.   *Delays.* CloudBolt will not be liable for any delay or deficiency in performing the Professional Services if Customer does not provide the necessary Cooperation. Any delays in the performance of Professional Services caused by the Customer may result in additional applicable charges for resource time.

3.4.   *On Hold.* The Professional Services will automatically be put on hold if a delay is caused by the Customer and: (a) within three (3) business days of receiving a Change Order, the Customer decides not to execute it or fail to reply; or (b) within three (3) business days of being notified of the delay, the Customer fails to resolve the underlying issue causing the delay. When on hold, CloudBolt may at our sole discretion, reassign resources currently assigned to the project. Resources will be reassigned to the project only after you complete the interim work necessary to meet the requirements that prompted the delay. Re-engagement and the schedule will be subject to the resource availability at that time. Any project that is put on hold, by the Customer or because of the Customer's delay, for more

than six (6) months will be deemed complete, any unused pre-paid fees for the Professional Services are non-refundable, and CloudBolt is not responsible for the resulting condition of Deliverables or the project.

4. FEES; PAYMENT TERMS

Customer shall pay CloudBolt the fees, charges and other amounts specified on an Order Form or in a SOW within thirty (30) days of the date of invoice in US Dollars. CloudBolt is expressly authorized by Customer to invoice in advance for the provision of Services unless otherwise set forth in the applicable Order Form or SOW. In addition to paying the applicable fees, Customer shall also pay all reasonable travel and out-of-pocket expenses incurred by CloudBolt in connection with any Services rendered. If an estimate of expenses is provided in the applicable SOW or Order Form, CloudBolt will not exceed the estimate without written consent. Overdue balances are subject to a service charge equal to the lesser of 1.5% per month or the maximum legal interest rate allowed by law. Customer shall be responsible for taxes levied on any transaction under this Agreement, including all federal, state, and local taxes, levies and assessments, excluding any tax based on CloudBolt's income.

If Customer pre-purchases Professional Service credits or block hours, the prepaid credits or block hours must be redeemed within twelve (12) months from the date of the applicable Order Form. Prepaid credits or block hours may be used for any Services previously defined. Prepaid credits or block hours will be credited towards work orders or SOWs issued by CloudBolt during the applicable time period. At the end of the twelve (12) month period, any remaining prepaid credits or block hours will expire, and no refunds will be provided for any unused prepaid credits or block hours. Prepaid credits and block hours are not transferrable and may not be resold.

5. CONFIDENTIALITY

5.1. _Confidential Information_. During the term of this Agreement, each party will regard any information provided to it by the other party and designated in writing as proprietary or confidential to be confidential ("Confidential Information"). Confidential Information shall also include information which, to a reasonable person familiar with the disclosing party's business and the industry in which it operates, is of a confidential or proprietary nature. The receiving party shall hold in confidence, and shall not disclose (or permit or suffer its personnel to disclose) any Confidential Information to any person or entity _except_ to a director, officer, employee, outside consultant, or advisor of the receiving party or its Affiliates (collectively "Representatives") who have a need to know such Confidential Information in the course of the performance of their duties for the receiving party and who are bound by a duty of confidentiality no less protective of the disclosing party's Confidential Information than this Agreement. The receiving party and its Representatives shall use such Confidential Information only for the purpose for which it was disclosed and shall not use or exploit such Confidential Information for its own benefit or the benefit of another without the prior written consent of the disclosing party. Each party accepts responsibility for the actions of its Representatives and shall protect the other party's Confidential Information in the same manner as it protects its own valuable confidential information, but in no event shall less than reasonable care be used. The parties expressly agree that the terms and pricing of this Agreement are the Confidential Information of CloudBolt. A receiving party shall promptly notify the disclosing party upon becoming aware of a breach or threatened breach hereunder and shall cooperate with any reasonable request of the disclosing party in enforcing its rights.

5.2. _Exclusions_. Information will not be deemed Confidential Information hereunder if such information: (i) is known prior to receipt from the disclosing party, without any obligation of confidentiality; (ii) becomes known to the receiving party directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (iii) becomes publicly known or otherwise publicly available,

except through a breach of this Agreement; or (iv) is independently developed by the receiving party. The receiving party may disclose Confidential Information pursuant to the requirements of applicable law, legal process or government regulation, provided that, to the extent legally permissible, it gives the disclosing party reasonable prior written notice to permit the disclosing party to contest such disclosure, and such disclosure is otherwise limited to the required disclosure.

6. LIMITED WARRANTY; INDEMNIFY

6.1. _Warranty and Remedy_. CloudBolt warrants that Services will be provided with reasonable skill and care conforming to generally accepted industry standards and any specifications specified in the applicable SOW. Customer must report any deficiency in Services to CloudBolt in writing within thirty (30) days of completion of such Services. For any breach of the above warranty, CloudBolt will, at its option and at no cost to Customer, provide remedial services necessary to enable the Services to conform to the warranty or, if such remedial services are unsuccessful, refund amounts paid solely in respect of the defective Services. Customer will provide CloudBolt with a reasonable opportunity to remedy any breach and reasonable assistance in remedying any defects. The remedies set out in this subsection are Customer's sole remedies for breach of the above warranty.

6.2. _No Other Warranty_. THE ABOVE WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, NONINFRINGEMENT, TITLE, QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. INDEMNITY.

7.1 _CloudBolt Indemnification_. Subject to Section 7.2 below, CloudBolt will indemnify, defend and hold Customer harmless from and against any and all all claims, actions, proceedings, damages, losses, liabilities and expenses, including reasonable attorney fees ("Losses") incurred arising out of or in connection with a claim, suit, action, or proceeding brought by any third party against Customer alleging that the use of the Work Product as permitted hereunder infringes any patent, copyright or trademark, or constitutes a misappropriation of a trade secret of a third party. Excluded from the above indemnification obligations are claims to the extent arising from (a) use of the Work Product in violation of this Agreement or applicable law, (b) use of the Work Product after CloudBolt notifies Customer to discontinue use because of an infringement claim, (c) modifications to the Work Product made other than by CloudBolt (where the claim would not have arisen but for such modification), (e) the combination, operation, or use of the Work Product with materials which were not provided by CloudBolt, to the extent that Customer's liability for such claim would have been avoided in the absence of such combination, operation, or use; or (f) compliance by CloudBolt with Customer's custom requirements or specifications if and to the extent such compliance with Customer's custom requirements or specifications resulted in the infringement. If the Work Product is held to infringe, CloudBolt will, at its own expense, in its sole discretion use commercially reasonable efforts either (a) to procure a license that will protect Customer against such claim without cost to Customer; (b) to replace the Work Product with non-infringing Work Product; or (c) if (a) and (b) are not commercially feasible, terminate the Agreement or the applicable Order Form and refund to the Customer any prepaid unused fees paid to CloudBolt for the infringing Work Product. The rights and remedies granted Customer under this Section 7.1 state CloudBolt's entire liability, and Customer's exclusive remedy, with respect to any claim of infringement of the intellectual property rights of a third party, whether arising under statutory or common law or otherwise.

7.2 _Indemnification Procedure_. Customer shall (i) promptly notify CloudBolt in writing of any claim, suit or proceeding for which indemnity is claimed, provided that failure to so notify will not remove CloudBolt's obligation except to the extent it is prejudiced thereby, and

(ii) allow CloudBolt to solely control the defense of any claim, suit or proceeding and all negotiations for settlement. Customer shall also provide CloudBolt with reasonable cooperation and assistance in defending such claim (at the CloudBolt's cost).

8. LIMITATION OF LIABILITY.

8.1. *Consequential Damage Waiver*. Except for a violation by Customer of any of CloudBolt's intellectual property rights, a party's breach of Section 5, or damages resulting from a party's gross negligence or willful misconduct, neither party will be liable to the other or any third party for loss of profits, or special, indirect, incidental, consequential or exemplary damages, including costs, in connection with the performance of the Services, or the performance of any other obligations under this Agreement, even if it is aware of the possibility of the occurrence of such damages.

8.2. *Limitation of Liability*. Except as may arise out of CloudBolt's breach of Section 5 or CloudBolt's indemnification obligations in Section 7.1, the total liability of CloudBolt to Customer for any and all claims and damages under this Agreement, whether arising by statute, contract tort or otherwise, will not exceed the amounts paid by (and not otherwise refunded to) Customer to CloudBolt under any SOW or Order Form for the Services which form the subject of the claim. The provisions of this Agreement allocate risks between the parties. The pricing set forth in each SOW or Order Form reflects this allocation of risk and the limitation of liability specified herein.

9. TERM, TERMINATION

9.1 *Term.* This Agreement will commence on the Effective Date and will continue until otherwise terminated in accordance with this Section 9 ("Agreement Term").

9.2 *Termination*. Either party may terminate this Agreement or any Order Form (i) immediately in the event of a material breach of this Agreement or any such Order Form by the other party that is not cured within thirty (30) days of written notice thereof from the other party, or (ii) immediately if the other party ceases doing business or is the subject of a voluntary or involuntary bankruptcy, insolvency or similar proceeding, that is not dismissed within sixty (60) days of filing. Termination of an Order Form shall not be deemed a termination of this Agreement. Termination of this Agreement shall, however, terminate all outstanding Order Forms. Either party may also terminate this Agreement upon no less than thirty (30) days' prior written notice to the other party for any reason, if at such time there are no outstanding Order Forms then currently in effect. All rights and obligations of the parties which by their nature are reasonably intended to survive such termination or expiration will survive termination or expiration of this Agreement and each Order Form.

9.3 *Effect of Termination*. Upon any termination or expiration of this Agreement or any applicable Order Form, CloudBolt shall no longer provide the applicable Services to Customer and Customer shall cease using the Services. Except as expressly provided herein, termination of this Agreement by either party will be a nonexclusive remedy for breach and will be without prejudice to any other right or remedy of such party.

10. GENERAL PROVISIONS

10.1 *Entire Agreement and Controlling Documents*. This Agreement, including any SOWs and Order Forms, contains the entire agreement between the parties with respect to the subject matter hereof, and supersedes all proposals, understandings, representations, warranties, covenants, and any other communications (whether written or oral) between the parties relating thereto and is binding upon the parties and their permitted successors and assigns. Only a written instrument that refers to this Agreement or the applicable SOW/Order Form and is duly signed by the authorized representatives of both parties may amend this Agreement or such SOW or Order Form. Terms and conditions contained in any purchase order issued by Customer shall be of no force or effect,

even if the order is accepted by CloudBolt. This Agreement shall apply to all Services ordered by Customer or delivered to Customer by CloudBolt. Any conflict between the terms and conditions set forth in this Agreement and any SOW or Order Form shall be resolved in favor of this Agreement unless such SOW or Order Form is intended to control per the terms of this Agreement.

10.2 *Assignment*. This Agreement shall be binding upon and for the benefit of CloudBolt, Customer and their permitted successors and assigns. Either party may assign this Agreement in whole as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or delegate its duties under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.

10.3 *Governing Law; Jurisdiction*. This Agreement shall be governed by and construed in accordance with the laws of Delaware, USA without regard to its conflict of law provisions. Each party consents to, and agrees that each party is subject to, the exclusive jurisdiction of the state and federal courts of Delaware with respect to any actions for enforcement of or breach of this Agreement.

10.4 *Headings; Counterparts*. The headings to the sections of this Agreement are for ease of reference only and shall not affect the interpretation or construction of this Agreement. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which shall be deemed to be an original instrument. Once signed, any reproduction of this Agreement made by reliable means (e.g., photocopy, facsimile) shall be considered an original.

10.5 *Non-Solicitation*. During the term of this Agreement and for a period of not less than twelve (12) months after termination or expiration of the applicable services engagement, neither party shall directly or knowingly solicit for employment any person employed by or under contract with the other party who has been directly involved in such services engagement. It is the intent of the parties that nothing stated herein shall prohibit either party from, at any time, hiring an employee of the other party, if such employee responded to an indirect solicitation (e.g. trade fair, newspaper advertisement, posting on an Internet job board or posting on the party's own internet recruiting device) from the hiring party or the hiring party's agent.

10.6 *Relationship of the Parties*. CloudBolt and Customer are independent contractors, and nothing in this Agreement shall be construed as making them partners or creating the relationships of employer and employee, master and servant, or principal and agent between them, for any purpose whatsoever. Neither party shall make any contracts, warranties or representations or assume or create any obligations, express or implied, in the other party's name or on its behalf.

10.7 *Force Majeure*. Except for the obligation to make payments, nonperformance of either party shall be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or orders or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the reasonable control of the non-performing party.

10.8 *Delays*. Customer acknowledges and agrees that if any phase of CloudBolt's scheduled Services as set forth in an SOW or Order Form is delayed by more than 48 hours by any act or omission of Customer, including but not limited to Customer's failure to make payments as set forth in Section 4, the scheduled completion of the Services or individual phases of the Services as set forth in the SOW or Order Form may be delayed. Customer agrees to pay CloudBolt compensation for the extended work at CloudBolt's then standard rates for the required personnel. Customer will not be responsible for any extension period that is caused by circumstances within CloudBolt's control.

10.9 *Notices*. Any notices or other communications required or permitted hereunder or required by law will be in writing and will be sent by email to CloudBolt at legal@cloudbolt.io and for Customer, to the email indicated on the Order Form, as may be updated from time to time upon notification by one party to the other party in accordance with this Section. Any such notice will be considered to have been given at the time stamped by recipient's email application (or, if not available, the time stamp of transmission by the sender's email application).

10.10 *Waiver and Severability*. Performance of any obligation required by a party hereunder may be waived only by a written waiver signed by an authorized representative of the other party, which waiver shall be effective only with respect to the specific obligation described therein. The failure of either party to exercise any of its rights under this Agreement will not be deemed a waiver or forfeiture of such rights. The invalidity or unenforceability of one or more provisions of this Agreement will not affect the validity or enforceability of any of the other provisions hereof, and this Agreement will be construed in all respects as if such invalid or unenforceable provision(s) were omitted.