Named User Pricing Order Agreement Terms & Conditions

Terms

This Agreement, by and between CloudNine,

CloudNine
C/O Fuse Workspace
12848 Queensbury Lane
Suite 208
Houston, TX. 77024

and the Customer listed below ("Customer"), whereby the Customer and CloudNine agree to the applicable End User License Agreement, located at: https://cloudnine.com/legal/cloudnine-eula-saas-v20211228/ which are incorporated wholly into this Agreement by reference.

1. **Effective Date.** The Order Agreement is effective on the execution date by the customer or as indicated in an applicable purchase order.

2. **Definitions:**
    - **Matter** consists of either one case or one project database. A matter cannot include multiple cases or project databases.
    - **Named User** (“User”) includes any person with credentials to CloudNine SaaS platforms for any period within the licensed term.
    - **Supported Data** - all supported data types can be found on the platform knowledge base. Unsupported data includes data not linked to communications and inaccessible data.
    - **Training** – all training is available virtually.

3. **User Minimums:**
    - Matter-based pricing requires a minimum of two (2) Named User licenses per matter.
    - Organization-based pricing requires the minimum number of Named User licenses indicated above.

4. **Basic Services** include virtual training, project deletions, technical support, project coordination, data loading support, and production support. Any single task over two (2) hours performed by a CloudNine Team Member will be billed at the professional services rate.

5. **Professional Services** refers to services not included in Basic Services and are billed at the Professional Services rate.

6. **Payment Terms:**

   - Annual Subscriptions:
     i. Invoiced annually upon execution of Order Agreement or receipt of Purchase Order.
     ii. Additional Named Users can be added at any time to an Annual Subscription. You will be invoiced for the remainder of the current term upfront for each additional Named User.
     iii. Named Users cannot be reduced during the contract term.
   - Month-to-Month Subscriptions:
     iv. Invoiced monthly upon execution of Order Agreement or receipt of Purchase Order.
     v. Month-to-Month Named User rates are not prorated.
   - All Subscription fees are due immediately.

7. **Renewal:** This Agreement shall be automatically renewed at the end of the current term for successive terms unless either party gives written notice of its intention not to renew thirty (30) days before the expiration of the current term.

8. **Matter Termination.** Final delivery of all exports and data is contingent on payment of all outstanding invoices in full.

9. **Termination.** During the Term, the Agreement may not be terminated except as follows:

   - If the Customer fails to pay any invoice in full within 30 days CloudNine will terminate.
   - Except for Customer failures to make payments, as invoiced, either party may terminate this Agreement on notice if the other party has defaulted in the performance of its obligations under this Agreement upon forty-five (45) days written notice, provided, however, that the party in breach will have forty-five (45) days from the receipt of notice of termination to correct the default.
   - Upon termination of the Agreement due to Customer's breach, CloudNine shall be entitled to accelerate all remaining payments due for the term outlined in the Order Agreement, and any prepaid fees shall not be refunded. Upon termination of the Agreement due to CloudNine's material breach (which breach CloudNine fails to cure within forty-five (45) days after receipt of written notice thereof) or in the event any CloudNine assignee fails to agree to abide by the material terms and conditions of this Agreement following any applicable assignment (which failure such assignee fails to cure within forty-five (45) days after receipt of written notice thereof) and if CloudNine or assignee is unable to cure the breach within the 45 day period, all remaining prepaid fees

will be refunded, or credit provided. If the Customer's Subscription is terminated, the Customer will no longer have the right to access the software.

10. **Taxes**. If any authority imposes a duty, tax, levy, or fee, excluding those based on CloudNine's net income, upon the Program, the Customer agrees to pay the amount specified.

11. **Contract Modifications**. Any adjustments or modifications to this binding contractual Agreement must be made in writing in a duly executed agreement.

Additional Services (If Requested or Applicable)

Service	Rate	Details
Professional Services	$175 per Hour	Any non-Basic Services as defined above.
Hard Drive	Flat Rate	Flat rate based on size.
Shipping	Flat Rate	Flat rate based on weight, size, & shipping method
Physical Media Storage	$250 Per Month	CloudNine physically stores customer media.
Other services, not listed	TBD	Services not listed will be priced upon request.