Service Provider
Terms & Conditions

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:**

   - **Agent** is an instance of an on-premise software platform's code making use of a computing core or thread to execute user instructions.
   - **Concurrent User** means the total number of users accessing or using on-premise software at any given time.
   - **Device/Custodian**:

Devices (Data Sources)	Per Custodian
Personal Device	
Mobile Phone	Individual phone
Tablet/iPad	Individual tablet/iPad
Workstation (PC/MAC)	Individual personal workstation
Account/App	
Social Media (e.g., Facebook, Twitter)	Individual user account
Personal Chat (e.g., Facebook)	Individual user account
Corporate Chat (e.g., Teams, Slack)	Individual user account
Geolocation	
Cell Tower, Carrier Collection	Individual user device or account
Financial Data	
Account Transactions	Individual user account
Computer Activity	
Registry File, Event Log, ShellBag, etc.	Each Registry File, Event Log, ShellBag, etc., is an Individual device
Structured Data: (e.g., Billing, CRM)	Individual user account

   - **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.
   - **Professional Services** refer to services not included in Basic Services and are billed at the Professional Services rate.
   - **Supported Data** - all supported data types can be found on the platform knowledge base.
   - **Training** – all training is available virtually.

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

4. **SaaS 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 below.

5. **On-Premise Maintenance & Support** means the delivery of Updates and technical support to be provided pursuant to the terms of this Agreement repairing or replacing Software that does not operate in accordance with its written specifications

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:
     i. invoiced monthly upon execution of Order Agreement or receipt of Purchase Order.
     ii. 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. An adjustment to the current pricing rate may apply upon renewal.

8. **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.

- Final delivery of all exports and data is contingent on payment of all outstanding invoices in full.

9. **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.

10. **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.