STANDARD TERMS and CONDITIONS IaaS, PaaS, & Hosting Attachment C - ***Confidential***	CorKat Data Solutions, LLC infinitepossibilities

1. SCOPE OF AGREEMENT. These STANDARD TERMS and CONDITIONS are attached to and are a part of **CorKat Data Solutions, LLC**'s ("Company") Master Services Agreement.

2. DEFINITIONS. "Agreement" means the Master Services Agreement executed by CorKat Data Solutions and Customer (hereinafter sometimes collectively referred to as "Parties") together with all of its attachments, appendices, exhibits, and schedules, as the same may be amended in writing by the Parties from time to time in accordance herewith. At the date both Parties execute this Agreement (including all Attachments required) this Agreement shall become a legally enforceable Agreement between the Parties hereto ("Effective Date").

"Service Commencement Date" means the date Company notifies Customer that the Customer hosting platform, services, and related resources are ready for use by Customer.

"Billing Commencement Date" means the Date Company will commence billing for services and will constitute the date at which the term of the Agreement commences.

"Company Facilities, Facility" means the data center operated by Company at 451 N. Railroad Ave Ste. 104. in Loveland, Colorado.

"Company" means Corkat Data Solutions, LLC, a Colorado Limited Liability Company, also referred to as "COMPANY."

"Customer Space" means the particular portion of the Company Facilities allocated for use by Customer (excluding without limitation storage for un-deployed equipment, common passages, Company offices, site operational equipment), sometimes called a "assigned hosted resources, cabinet", "rack", or "cage" in the industry.

"Intellectual Property" means, with respect to such person or entity, all of such person's or entity's: (i) trademarks, service marks, trade dress and trade names; (ii) domain names; (iii) copyrights; (iv) product configuration or design rights; (v) patents; (vi) plans, designs, and engineering information pertaining to equipment configuration, processes, methods, or techniques including virtual layer & hosting configuration of Horizon, vCenter or vCloud Director and/or Windows/Microsoft customization and server and vendor software configuration beyond default installation; (vii) trade secrets; (viii) database rights, know-how and other proprietary rights of any type under the laws of any governmental authority, domestic or foreign; and (ix) rights in and to all applications, patents and registrations relating to any of the foregoing.

"Network" means the Company owned and operated Internet Protocol (IP) routing infrastructure consisting solely of measurement devices at selected points in its infrastructure, and the connections between them in Company's Internet data center.

"Service(s)" means the services specified in the Service Order.

"Service Order" means the Service Order Form - Attachment A to this Agreement and provides the details necessary for Company to successfully provide services hereunder.

"Service Provider License Agreement (SPLA)" means software licensed by Company and leased to the Customer, such as Microsoft Windows Server client access licenses, Windows Remote Desktop client access licenses, SQL, etc

3. AUTHORIZED USE. Customer may use Services only for authorized and lawful purposes. Company has the right to limit the manner in which any portion of its Network and Facilities are used, to protect the technical integrity of the Network. Customer (a) will comply with all applicable laws, rules and regulations in Customer's use of the Services, and (b) will not use the Customer Space, equipment there, or the Services to directly or indirectly deliver, offer, or aid any spamming,

spoofing, pornography, crime, or any activity prohibited in the then-current Company Acceptable Use Policy ("AUP"), available on Company's web site.

4. PRICE & CHARGES. Customer shall pay the fees and costs set forth in any Service Order. Additionally, Company reserves the right to adjust, from time to time, the "SPLA" pricing set forth in the Service Order at any time during the term of the Agreement, to reflect the pricing of Microsoft. In such case, the Company will notify the Customer a minimum of 30 days in advance of the SPLA cost increase going into effect and notify the Customer of the effective date of the increase, but in no event will said adjustment be effective prior to date of notice to Customer.

5. PAYMENT TERMS. On the Effective Date Customer shall deliver payment for: (a) initial one-time installation and set-up charges if applicable. Billing shall commence on the Service Commencement Date, regardless of whether Customer: (a) has installed its Customer applications, domain/active directory setup (b) procured needed equipment or services from any other carrier(s) or vendor(s), or (c) is otherwise prepared to accept delivery of ordered Services from Company. Invoices are issued monthly. Company bills in advance for Services to be provided during the coming month. Charges that are dependent upon usage of Service as specified in Attachment A, will be billed in arrears. Billing for partial months is prorated based on a calendar month. All invoices are due upon receipt, and become past due thirty (30) days after the invoice date. Past due amounts bear a service fee at a rate of 10% per month (prorated on a daily basis beginning on the past due date), or the highest rate allowed by law, whichever is less. Any expenses of collection (including, without limitation, attorney's fees, collection agency fees and disbursements) will be borne by the Customer. If Customer reasonably disputes any portion of a Company invoice, Customer must pay the entire invoice and submit a written claim for refund of the disputed amount. All claims must be submitted to Company within thirty (30) days of receipt of the invoice for those. If the dispute is resolved in favor of Customer, Company shall refund or provide a credit of all amounts due to the Customer within ten (10) days of resolution.

5a. PAYMENT METHOD.

- ACH – Company schedules ACH payments on the 14th and 26th of month invoices are due
- Checks are permitted as payment. Company reserves the right to enforce payment by ACH if Customer has two past due payments.
- Credit Card – Company does not include transaction and/or processing fees within our monthly invoices. Therefore, Company will include a 3.5% processing fee for all payments made by Credit Card.

6. TAXES AND FEES. Company's prices do not include sales, use, manufacturing, excise, processing and other taxes either presently existing or which may be imposed in the future in connection with Services, unless indicated in a Service Order. Except for taxes based upon Company' net income and ad valorem personal or real property taxes imposed on Company' property, Customer is responsible for payment of all sales, use, gross receipts, excise, access, bypass, franchise, special district, and other local, state and federal taxes, fees, charges, or surcharges, however designated, imposed on or based upon the provision, sale or use of the Service. Customer is responsible for payment of all income, ad valorem, and personal property taxes imposed on Customer's property at the Facility. Any such taxes shall be added to the prices charged to the Customer unless an appropriate tax-exempt or resale certificate is on file at Company before services are rendered. Customer agrees to reimburse, indemnify and hold Company harmless from any and all taxes that Company may pay or collect under any existing or future law in connection with the Services. The provisions of this paragraph shall not constitute a waiver or relinquishment of any and all rights or remedies of Company, as set forth herein, all of which are hereby expressly reserved.

7. TERM. The term of this Agreement shall commence on the date of Billing Commencement and continue for the term set forth in the Service Order Form ("Term"). If no term is specified in the Service Order, then the term shall be (36) months term. Thereafter, this Agreement shall automatically renew for an additional 36 months at COMPANY's then current rates until the Parties enter into a new Agreement or either party provides the other party written notice of cancellation forty-five (45) days prior to the current Term expiration date. A reduction in hosting resources, managed support agents, and/or software licensing is not recognized as terminating the agreement. Company must receive written notification on Customer letterhead notifying Company of intent to cancel current Agreement. Any new Agreement entered into by Customer and Company following the initial Term of this Agreement shall be subject to the then current available products, at rates and charges agreed upon by Company.

If either party cancels this agreement by providing the 45 day prior written notice, prior to such cancellation and all financial obligations have been met, the Company will assist Customer in developing an exit plan which includes the removal of Company support agents, software, licenses and will allow supervised onsite and/or remote access to backup Customer data files and/or any software purchased by the Customer within their Virtual Machines to a Customer provided NAS device and/or external location. At no time will the Customer have access to the Company Horizon, vCenter or vCloud Director, hosting configuration, and/or Windows/Microsoft licensing registered to the Company. Therefore, Company will not allow or provide configuration reports, virtual snapshots, images and/or backups that include the virtual layer (Horizon, vCenter or vCloud Director, hosting configuration), Company proprietary information and/or application license keys. The Customer is only entitled to their company electronic data files and/or database files, software licenses purchased by Customer. All VMware virtualization, Windows Operating System, vendor software customization and configuration beyond initial installation is deemed Company Intellectual Property. If Customer violates these terms at any time, customer agrees, within 30 days to reimburse Company the sum of the previous 12 months of total dollars invoiced.
If Customer does not remove the Customer equipment and its other property within such five-day period, Customer agrees to pay daily rates as determined by Company.

Upon expiration of this Agreement, Services not previously terminated by Customer will remain in effect for the term specified in the applicable Service Order for each affected Service, and the terms and conditions of this Agreement will continue to apply to such Services. Upon termination of this Agreement, all rights of Customer to order new Services cease and Company has no further obligations to furnish new Services to Customer.

8. TERMINATION BY COMPANY. Company may terminate this Agreement or any Service Order hereunder, or suspend Services, with not less than five (5) days prior notice by email and/or written, upon (a) Customer's failure to pay any amounts as provided herein; (b) Customer's breach of any provision of this Agreement or any law, rule or regulation governing the Services; (c) any insolvency, bankruptcy assignment for the benefit of creditors, appointment of trustee or receiver or similar event with respect to Customer; or (d) any governmental prohibition or required alteration of the Services. Company may terminate or suspend Services without notice if: (x) necessary to protect Company's Network; (y) Company has reasonable evidence of Customer's fraudulent or illegal use of Services; or (z) required by legal or regulatory authority. Any termination shall not relieve Customer of any liability incurred prior to such termination, or for payment of unaffected Services. All terms and conditions of this Agreement shall continue to apply to any Services not so terminated, regardless of the termination of this Agreement. If the Service provided under any Service Order hereunder has been terminated by Company in accordance with this section, and Customer wants to restore such Service, Customer first must pay all past due charges, a non-recurring charge, reconnection charge and a deposit equal to 2 months' recurring charges. Company suspension of services does not constitute a breach in the agreement by Company.

8a. TERMINATION FOR CAUSE. If Customer believes the Company has failed to meet its services outlined within the Service Level Agreement (SLA) attachment B, the Customer must provide written notice describing and demonstrating the areas of concern and allow Company thirty (30) days to cure the written concerns. Reduction of hosting resources or services does not terminate this agreement. Either party may terminate this Agreement if: (i) the other party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice of the same, except in the case of failure to pay fees, which must be cured within five (5) days after receipt of written notice from Company; (ii) the other party becomes the subject of a voluntary petition in bankruptcy or any voluntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors; or (iii) the other party becomes the subject of an involuntary petition in bankruptcy or any involuntary proceeding relating to insolvency, receivership, liquidation, or composition for the benefit of creditors, if such petition or proceeding is not dismissed within sixty (60) days of filing.

8b. EFFECT OF TERMINATION. Upon the effective date of termination of this Agreement:

a) at COMPANY'S option, COMPANY may immediately cease providing all Service(s);

b) any and all payment obligations of Customer under this Agreement for Service(s) provided through the date of termination will immediately become due and must be received within 7 business days. If payment is not received within 7 business days, a late fee of 10% of total amount due will be added to the total amount due each day ;

c) within thirty (30) days of such termination and provided Customer has made all payment obligations to Company, each party will return all Confidential Information of the other party in its possession and will not make or retain any copies of such Confidential Information except as required to comply with any applicable legal or accounting record keeping requirement; and

d) within five (5) days prior to such termination Customer shall (i) remove from the COMPANY Data Centers all Customer Equipment (excluding any Company supplied equipment) and any other Customer property; (ii) the Company will allow onsite and/or remote access to backup Customer data files and/or any software purchased by the Customer within their Virtual Machines to a Customer provided NAS device and/or external location. At no time will the Customer have access to the Company Horizon, vCenter or vCloud Director, hosting configuration, and/or Windows/Microsoft licensing registered to the Company. Therefore, Company will not allow or provide configuration reports, virtual snapshots, images and/or backups that include the virtual layer (Horizon, vCenter or vCloud Director, hosting configuration), Company proprietary information and/or application license keys. The Customer is only entitled to their company electronic data files, database files, and/or software licenses purchased by Customer. All virtualization, Windows Operating System, and/or third party software customization and configuration beyond initial installation is deemed Company Intellectual Property. If Customer violates these terms at any time, customer agrees, within 30 days to reimburse Company the sum of the previous 12 months of total dollars invoiced. If Customer does not remove the Customer equipment and its other property within such five-day period, Customer agrees to pay daily rates as determined by Company.

8c. CUSTOMER EQUIPMENT. In the event that Customer fails to pay COMPANY all undisputed amounts owed COMPANY under this Agreement when due, COMPANY may (i) restrict Customer's physical access and external access to the COMPANY facility and Equipment; and/or Customer hosted environment until such time as all past due invoices are paid

9a. TERMINATION LIABILITY. If Customer terminates this Agreement or any Service Order(s) hereunder prior to the end of the term of the agreement for any reason other than Company's material breach of this Agreement that remains uncured after written notice and allowing Company 30 day cure period, or under the provisions of paragraph 9b of this Agreement, Customer shall pay to Company within 21 days of such termination all monthly recurring charges associated with the Service(s) for the full balance of the remaining term of this Agreement as outlined in such Service Order(s). *Example: if the customer has 12 months remaining on their current term at the time of the requested termination, the Customer is obligated to pay in full the total of the 12 months remaining.* The per-monthly rate will be the higher value of the Customer signed quote of services or the most recent agreement invoice. Once payment has been received, the Company will allow onsite and/or remote access to backup Customer data files and/or any software purchased by the Customer within their Virtual Machines to a Customer provided NAS device and/or external location. At no time will the Customer have access to the Company Horizon, vCenter or vCloud Director, hosting configuration, and/or Windows/Microsoft licensing registered to the Company. Therefore, Company will not allow or provide configuration reports, virtual snapshots, images and/or backups that include the virtual layer (Horizon, vCenter or vCloud Director, hosting configuration), Company proprietary information and/or application license keys. The Customer is only entitled to their company electronic data files and/or database files, software licenses purchased by Customer. All VMware virtualization, Windows Operating System, third party software customization and configuration beyond initial installation is deemed Company Intellectual Property. If Customer violates these terms at any time, customer agrees, within 30 days to reimburse Company the sum of the previous 12 months of total dollars invoiced.

9b. TERMINATION BY CUSTOMER WITHIN INITIAL 30 DAYS. If for any reason the Customer is not completely satisfied with our services within the first 30 days from the date of service/billing commencement, Company will refund 50% of Customer's first month of recurring charges, less any installation and or set-up fees, and terminate Customer's contract within 10 days of Customer's notification without penalty or termination liability to either Customer or Company. This condition does not apply to Customer's who received a previous "proof of concept, trial or demo" and/or days of free services for testing purposes.

10. EQUIPMENT, INSTALLATION AND INTERCONNECTION. Other than the facilities, equipment or other devices provided by Customer ("CPE"), and unless otherwise provided elsewhere in this Agreement or any attachments hereto, Company will pay for, provide, install, maintain, operate, control and own any equipment, cable or facilities connected to the Network, which equipment at all times remains Company's personal property, regardless of where located or attached. Company may change, replace or remove such equipment, regardless of where located, so long as the basic technical parameters of the Service are not altered, and this Agreement constitutes Customer's consent to such change, replacement or removal. When possible, Company will give Customer advance written notice of any such change. If not possible to give

prior notice, Company will give Customer written notice as soon thereafter as reasonably possible. Customer may not rearrange or move or disconnect such equipment, and is responsible for any damage to or loss of equipment caused by Customer's negligence or willful misconduct or that of its end users. Company has no obligation to install, maintain or repair any CPE, except as may be specifically provided herein. If Customer's or an end user's equipment is incompatible with Service, Customer is responsible for any special interface equipment or facilities necessary to ensure compatibility. If, in responding to a Customer-initiated service call, Company reasonably determines that the cause of such service call is a failure, malfunction or inadequacy of CPE or Customer software, Customer will pay Company for such service call at Company's then prevailing rates.

12. PRESS RELEASES AND PROMOTIONAL MATERIALS. Each party shall submit to the other party any marketing, advertising, press releases, or other promotional materials that use the other party's names, logos, or other identifying marks for approval before the first use of such materials. Each party shall comply with the other party's standards for the appearance of such party's names, logos, or other identifying marks as provided in writing from time to time, and shall make any reasonable changes in such use requested by the other party.

13. INSURANCE. Customer must maintain the following minimum insurance coverage during the term of this Agreement: (a) Workers' Compensation in compliance with all applicable statutes of appropriate jurisdiction (including Employer's Liability with limits of $500,000 each accident); (b) Commercial General Liability with combined single limits of $1,000,000 each occurrence; and (c) "All Risk" Property insurance covering all of Customer's personal property located in the Customer hosted environment. Customer's Commercial General Liability policy shall be endorsed to show Company (and any underlying property owner, as requested by Company) as an additional insured. All policies shall provide that Customer's insurers waive all rights of subrogation against Company. Customer shall furnish Company with certificates of insurance demonstrating that Customer has obtained the required insurance coverage prior to use of the Customer Space. Such certificate(s) must contain a statement that the insurance coverage shall not be materially changed or cancelled without at least thirty (30) days prior written notice to Company. Customer shall require any contractor entering the Customer Space on its behalf to procure and maintain the same types, amounts and coverage extensions as required of Customer herein.

Company shall procure and maintain, through the Term of this Agreement, at Company's sole cost and expense, the following types of insurance coverage: (a) Commercial General Liability Insurance in a minimum amount of $1,000,000 per occurrence and $2,000,000 general aggregate limit, and $4,000,000 umbrella excess liability including but not limited to premises/operations liability, independent contractors liability, personal injury liability, contractual liability, products liability, completed operations liability, and broad form property damage liability; (b) Special Form Property Insurance covering all of Company's property, including but not limited to the contents of any office space used by Company for any reason in support of this Agreement, computer equipment, direct physical loss or damage, coverage for computer hardware and software for its full replacement cost; and, (c) Technology Errors and Omissions Liability Insurance in a minimum amount of $1,000,000 per occurrence and $1,000,000 aggregate combined single limit.

14. RIGHTS OF OWNERSHIP and CONTENT OF COMMUNICATIONS. Customer warrants that it has the right to possess and use all CPE and software used under this Agreement. Customer shall indemnify and hold Company harmless from any liability arising out of or in connection with the content of any communications or data transmitted to or by Customer via the Services and/or the Network, including without limitation, any liability for libel, slander, defamation, invasion of privacy or infringement of any Intellectual Property right, spamming (sending bulk unrequested email or other transmissions), spoofing (impersonating the identity of any entity or party), or any other offensive, harassing, prohibited or illegal conduct, or any other damage arising from the Customer's action or equipment. Upon written request from Company, Customer agrees at Customer's sole expense promptly to defend any claim, demand, and action or proceeding to which Company may be a party arising out of or in connection with any of the foregoing, pursuant to the indemnity provisions contained herein. Except as stated otherwise in the Agreement, all present and future rights, title and interest to a party's Intellectual Property, including any rights in and to any information or works contributed by a party under this Agreement, shall at all times be and remain the sole and exclusive property of such party.

15. GRANT OF LICENSE.

15a. By *COMPANY.* COMPANY hereby grants to Client a nonexclusive, royalty-free license, during the term of this Agreement, to use the COMPANY Technology solely for purposes of using the Service(s). Customer shall have no right to use the COMPANY Technology for any purpose other than using the Service(s).

15b. *By Customer*. Customer agrees that if, in the course of performing the Service(s), it is necessary for COMPANY to access Customer hosting environment and use Customer Technology, COMPANY, after prior Customer notification and approval, is hereby granted and shall have a nonexclusive, royalty-free license, during the term of this Agreement, to use the Customer Technology solely for the purposes of delivering the Service(s) to Customer. COMPANY shall have no right to use the Customer Technology for any purpose other than providing the Service(s).

16. WARRANTIES OF CUSTOMER. Customer hereby warrants, represents, and covenants to Company that it shall not violate any laws or regulations, or infringe upon or misappropriate any Intellectual Property or proprietary rights of any third party, including, without limitation, copyright, trademark, obscenity, rights of publicity or privacy, and defamation laws, nor violate the then current AUP.

17. RIGHT TO REFUSE SERVICE. Company may refuse, without liability, to perform services that are deemed unlawful in the opinion of outside counsel, or for which Company has received notification of illegality from a government source with appropriate jurisdiction. Company will use reasonable efforts to give Customer prior notification in the event of any such determination.

18. SERVICE LEVEL AGREEMENTS.

18a. SERVICE LEVEL AGREEMENT. Company shall provide specific remedies regarding performance and availability of Services in a Services Level Agreement, attached to this Agreement, which states Customer's sole and exclusive remedies for any Services problems. Service Level Commencement begins concurrently with the effective date of billing of said service(s).

18b. SERVICE LEVEL AGREEMENT FOR HOSTING (IaaS and/or PaaS) SERVICES. In the event that Customer experiences any of the service performance issues defined in the Service Level Agreement, attached and incorporated into this Agreement as Attachments and/or Addendums, as a result of COMPANY's failure to provide said services, COMPANY will, upon Customer's request in accordance with the terms of the applicable Service Level Agreement, credit Customer's account as described therein (the "Service Level Agreement"). The Service Level Agreement shall not apply to any services other than the applicable Hosting Services specific to the Service defined by the applicable attachment, and, shall not apply to performance issues (i) caused by factors outside of COMPANY's' reasonable control; or (ii) that resulted from Customer's equipment and/or employees. The Service Level Agreement for Hosting Services, attached to this Agreement as Attachment B and its exhibits, states Customer's sole and exclusive remedies for any Services problems with the applicable Service.

18d. AUDITS. Company agrees that Customer may upon reasonable prior notice and at Customer's option and expense: (i) request external security audit's directed or targeted only at the external IP provided to the Customer's hosted environment necessary to verify or audit Company's performance and security under the Service Level Agreement. (ii) request reports of the Company's Virtual Machines, and system logs pertinent to Company's performance under the Service Level Agreement. At no time will the Customer have access to or configuration reports of the Company Horizon, vCenter or vCloud Director, hosting configuration, and/or Windows/Microsoft licensing registered to the Company.

18e. NOTIFICATION OF INTRUSION. Company will notify Customer of any unauthorized intrusion or breach of the physical security protocols established and agreed to by Customer and Company specific to the "Customer Space" as defined herein.

19. WARRANTIES OF COMPANY. Company hereby warrants, represents, and covenants to Customer that use of the Network does not violate any laws or regulations, or infringe upon or misappropriate any Intellectual Property or proprietary rights of any third party, including, without limitation, copyright, trademark, rights of publicity or privacy, and defamation laws, other than any violations that may result from Customer or any other customer or third party.

20. NO OTHER WARRANTY. Except for the express warranties set forth in this section 20, the Services are provided on an "as is" basis, and Customer's use of the Services is at its own risk. COMPANY does not make, and hereby disclaims, any and all other Express and/or implied warranties, including, but not limited to, warranties of merchantability, fitness for a particular purpose, non-infringement and title, and any warranties arising from a course of dealing, usage, or trade practice. COMPANY does not warrant that the Services will be uninterrupted, error-free, or completely secure.

20a. DISCLAIMER OF ACTIONS CAUSED BY AND/OR UNDER THE CONTROL OF THIRD PARTIES. COMPANY does not and cannot completely control the flow of data to or from Company's network and other portions of the internet. Such flow depends in large part on the performance of internet services provided or controlled by third Parties. At times, actions or inactions of such third Parties can impair or disrupt customer's connections to the Internet (or portions thereof). Although COMPANY will use no less than commercially reasonable efforts to take all actions it deems appropriate to remedy and avoid such events, and may, in certain instances, take additional efforts that exceed commercially reasonably standards, COMPANY cannot guarantee that such events will not occur. Accordingly, COMPANY disclaims any and all liability resulting from or related to such EVENTS.

21. LIMITATIONS OF LIABILITY.

21a. THE LIABILITY OF COMPANY FOR ANY BREACH OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE RELATING TO THIS AGREEMENT SHALL BE EXCLUSIVELY AND EXPRESSLY LIMITED TO THOSE REMEDIES SET FORTH IN THE SERVICE LEVEL AGREEMENT - ATTACHMENT B. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY LOST PROFITS OR OTHER CONSEQUENTIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES ARISING OUT OF OR IN RELATION TO THIS AGREEMENT. NEITHER PARTY SHALL BE HELD LIABLE OR RESPONSIBLE TO THE OTHER PARTY, NOR BE DEEMED TO HAVE DEFAULTED UNDER OR BREACHED THIS AGREEMENT, FOR FAILURE OR DELAY IN FULFILLING OR PERFORMING ANY TERM OF THIS AGREEMENT TO THE EXTENT, AND FOR SO LONG AS SUCH DELAY IS CAUSED BY ANY FORCE MAJEURE EVENTS, PROVIDED THAT AND FOR SO LONG AS THE PARTY SO AFFECTED HAS USED AND CONTINUES TO USE COMMERCIALLY REASONABLE EFFORTS TO PERFORM DESPITE THE FORCE MAJEURE EVENT.

21b. PERSONAL INJURY. Each Representative and any other person visiting Company's Data Center does so at its own risk. Company assumes no liability whatsoever for any harm to such persons resulting from any cause other than the gross negligence or willful misconduct of COMPANY.

21c. DAMAGE TO CUSTOMER EQUIPMENT. COMPANY assumes no liability for any damage to, or loss of, any Customer Equipment resulting from any cause other than the gross negligence or willful misconduct of COMPANY. To the extent COMPANY is liable for any damage to, or loss of, Customer Equipment for any reason, such liability will be limited solely to the replacement value of the Customer Equipment, excluding lost data, software and firmware.

21d. DAMAGE AND/OR CUSTOMER DATA LOSS. COMPANY assumes no liability for any damage to, or loss of any Customer software and/or DATA that resides on the Company hosted environment resulting from any cause other than the gross negligence or willful misconduct of COMPANY.

21e. CONSEQUENTIAL DAMAGES WAIVER. Except for a breach of section 24 ("Confidential Information") of this Agreement, in no event will either party be liable or responsible to the other for any type of incidental, punitive, indirect or consequential damages, including, but not limited to, lost revenue, lost profits, replacement goods, loss of technology, rights or services, loss of data, or interruption or loss of use of service or equipment, even if advised of the possibility of such damages, whether arising under theory of contract, tort (including negligence), strict liability or otherwise.

22. INDEMNIFICATION. Each party shall, at its own expense, indemnify, defend, and hold harmless the other party, and such party's employees, directors, officers, members, managers, representatives, and agents (collectively referred to as the "Indemnified Parties") against any claim, suit, action, liabilities, costs, and expenses, including any other proceeding brought by a third party against the Indemnified Parties (collectively referred to as "Claims"), to the extent that such Claim is based on or arises from the breach of any representation, warranty, or covenant of the indemnifying party contained in this Agreement or arising out of or related to any damage to tangible property, personal injury or death caused by such party's negligence or willful misconduct. In addition, Customer shall indemnify, defend, and hold harmless the Company Indemnified Parties against any Claim that the Customer infringed any Intellectual Property right of any third party, or any right of publicity or privacy, or is libelous or defamatory. The indemnifying party will pay any and all costs, damages, and expenses, including, but not limited to, reasonable attorneys' fees and costs awarded against or otherwise incurred by the Indemnified Parties in connection with or arising from or attributable to any such Claim. The indemnifying party's obligations under this Section shall be subject to reasonably prompt notice of any such Claim and permitting the indemnifying party, through its counsel,

to answer and defend such Claim. The Indemnified Parties, at their own expense, shall have the right to employ separate counsel and participate in the defense thereof. In no event may either party enter into any third-party Agreements that would in any manner affect the rights of, or bind, the other party in any manner to such third party, without the prior written consent of the other party.

23. ARBITRATION.
Injunctive Relief. Any dispute arising out of or relating to this Agreement, including the breach, termination or validity hereof (excluding, however, a breach of the license in Section 15, and/or Section 24), shall be settled by arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §. 1 et seq. The arbitration shall be conducted in accordance with the JAMS Comprehensive Arbitration Rules, but need not be administered by JAMS unless the Parties cannot otherwise agree upon the selection of an arbitrator within thirty (30) days of the receipt of a written demand for arbitration, In the event the Parties cannot reach Agreement on the selection of an arbitrator, either party may commence the arbitration process by filing a written demand for arbitration with JAMS, with a copy to the other party. The written demand for arbitration called for by this paragraph shall contain sufficient detail regarding the party's claims to permit the other party to understand the claims and identify witnesses and relevant documents.

The arbitrator may, upon good cause shown, expand the discovery permitted by the JAMS rules and extend any applicable deadlines. The arbitrator may decide a motion for summary disposition of claims or issues, either by Agreement of all interested Parties or at the request of one party, provided other interested Parties have reasonable notice to respond to the request. The arbitrator shall not have the authority to determine claims over which a regulatory agency has exclusive jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The arbitrator shall apply Colorado law, and shall be able to decree any and all relief of an equitable nature allowed by this contract including, but not limited to, such relief as a temporary restraining order, a preliminary injunction, a permanent injunction or replevin of COMPANY AND/OR COMPANY DESIGNATED AGENTS's property. The arbitrator shall also award any actual and compensatory damages in accordance with this contract. The Parties expressly waive and the arbitrator shall not have the authority to issue an award of any other form of damages, including punitive and exemplary damages, non-economic damages, such as for emotional distress, pain and suffering or loss of consortium. In addition, the arbitrator shall have no right or authority to declare any intellectual property to be invalid or void. The arbitrator's decision shall follow the plain meaning of this Agreement and shall be final, binding, and enforceable in a court of competent jurisdiction. The arbitrator shall issue an award no later than sixty (60) days after the commencement of the arbitration hearing unless the Parties agree otherwise. Each party shall bear its own costs and attorneys' fees and shall share equally in the fees and expenses of the arbitrator. The arbitration proceedings shall occur in the Loveland, Colorado metropolitan area.

Should it become necessary to resort to court proceedings to enforce a party's compliance with the dispute resolution process set forth herein, and the court directs or otherwise requires compliance herewith, then all of the costs and expenses, including its reasonable attorney's fees, incurred by the party requesting such enforcement shall be reimbursed by the non-complying party to the requesting party. Venue shall be deemed proper in the federal, state and county courts in and for the City and County of Loveland, State of Colorado, and said courts shall have exclusive jurisdiction over any proceedings arising out of this Agreement.

Nothing in this provision shall prevent a party from at any time seeking temporary equitable relief, from AAA or any court of competent jurisdiction, to prevent irreparable harm pending the resolution of the arbitration. The Parties acknowledge that a breach by Customer of Sections 15, and/or 24 hereof shall cause irreparable harm to COMPANY. Accordingly, if Customer breaches Sections 15, and/or 24 hereof, COMPANY shall be entitled to immediate and permanent injunctive relief in addition to all of the rights and remedies it may have, it being agreed that the damages which COMPANY would sustain upon such violation are difficult or impossible to ascertain in advance. If COMPANY is required to take legal action to enforce the covenants contained in Sections 15, and/or 24, or to enjoin Customer from violating Sections 15, and/or 24; (a) COMPANY shall be entitled to recover, as part of its damages, its reasonable legal costs and expenses for bringing and maintaining any such action; and (b) posting of any bond shall not be required as a pre-condition to the issuance of the relief sought. Venue shall be deemed proper in the federal, state and county courts in and for the City and County of Loveland, State of Colorado, and said courts shall have exclusive jurisdiction over any proceedings arising out of this Agreement.

24. CONFIDENTIAL INFORMATION. Each party agrees that the following materials and information and all copies thereof of whatever nature are confidential and are the proprietary information and trade secrets of the disclosing party: (i) the

computer software and algorithms possessed by either party and all source documents relating to such software and algorithms; (ii) proprietary information of either party (including, without limitation, the names and addresses of customers, Content providers, and suppliers), and information that either party does not generally make available to the public; (iii) the methods, means, personnel, equipment, and software by and with which Customer provides its products and services and by and with which Company provides the Company network and its other products and services; (iv) the terms of this Agreement; and (v) any other information that either party reasonably designates, by notice in writing delivered to the other party, as being confidential or proprietary Confidential Information"). Except as expressly permitted herein, neither party shall use the Confidential Information of the other party and each party shall keep the Confidential Information of the other party secret to the degree such party keeps secret its own confidential or proprietary information, and in any case using no less than reasonable care.

Confidential Information of the disclosing party shall not be disclosed by the party who receives such information except: (i) to a party's accountants, auditors, agents, legal counsel, and parent companies; *provided*, *however*, that such Parties agree to be bound by these confidentiality provisions; or (ii) as may be required by any legal process, court order, or governmental agency, in which event the party making such disclosure shall so notify the other as promptly as practicable prior to making such disclosure and shall seek confidential treatment of such information. No information that would otherwise be Confidential Information shall be subject to the restrictions on disclosure in the event and to the extent that: (i) such information is in, or becomes part of, the public domain otherwise than through the fault of the receiving party; (ii) such information was known to the receiving party prior to the execution of the Agreement as proven by the receiving party's written records; (iii) such information was revealed to the receiving party by a third party having no obligation to hold such information confidential; or (iv) such information is developed independently of any of the disclosing party's Confidential Information by the receiving party. This paragraph shall be in addition to and not supersede any separate confidentiality or non-disclosure Agreement executed by the Parties. In the event of a conflict between this paragraph and any such Agreement, the provisions of such Agreement shall prevail.

25. ASSIGNMENT. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent, which consent shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement and its rights and obligations hereunder with thirty (30) days prior written notice to the other party, with or without consent, upon the happening of one or more of the following events: (a) in the event the Company and/or its affiliates is sold to a third party; or (b)in the event there is a sale or transfer of all or substantially all of the Company and/or its affiliate's assets to a third party; or (c) in the event of a merger or consolidation of the Company and/or its affiliate's with another company at any time during the term of this Agreement. This Agreement will be binding upon and inure to the benefit of party's successors and assigns. The successor or assignee shall execute such documents as reasonably required by the Company to effectuate same. Additionally, Company shall notify Customer of any material adverse change in the financial condition of the Company or a change of ownership within a reasonable time after the Company has knowledge of same.

26. NOTICES. All notices under this Agreement or with respect thereto shall be in writing. Any notices hereunder shall be given by personal delivery, telecopy, facsimile, U.S. registered or certified mail (postage prepaid), or by overnight courier to the appropriate party at the address set forth in the Service Order and shall be deemed given on the date of such personal delivery, or the date telecopied or faxed, or a date two (2) business days after the date mailed if mailed in the United States or five (5) business days after the date mailed if mailed outside the United States. If such notice is sent by overnight courier, notice shall be deemed given twenty-four (24) hours after delivery to such overnight courier service.

27. PARTIAL INVALIDITY. In the event that any portion of this Agreement is invalid or unenforceable, the remaining terms and conditions shall nevertheless remain in full force and effect as though the invalid or unenforceable portion were not included.

28. CAPTIONS FOR CONVENIENCE. All headings or captions used herein are for convenient reference only and shall not be used in any way in connection with the interpretation, construction or enforcement of this Agreement.

29. NO WAIVER. Neither the failure of Company to insist upon Customer's performance of any of Customer's obligations hereunder nor the waiver of any provision of this Agreement or of any default hereunder shall effect Company's rights thereafter to enforce such provision or any other provision hereunder nor shall the failure of Company to exercise any right

or remedy which Company may have hereunder or under the law be construed as a waiver of any other right or remedy which Company may have hereunder or under the law.

30. FORCE MAJEURE. Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including but not limited to: acts of God, acts of civil or military authority, fires, floods, earthquakes, riots, wars, terrorism, sabotage, network failures, error in the coding of electronic files, software limitations, inability to obtain telecommunications services, or governmental actions, *provided*, *however*, that such affected party takes commercially reasonable efforts to mitigate the effects of such causes.

31. RELATIONSHIP OF PARTIES. Neither this Agreement, nor any terms and conditions contained herein may be construed as creating or constituting a partnership, joint venture, or agency relationship between the Parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

32. CUMULATIVE REMEDIES. All rights and remedies belonging to a party hereunder or under the law shall be deemed cumulative and not exclusive of one another and the exercise by a party of any right or remedy shall not preclude Company from exercising or enforcing any other right or remedy it may have.

33. MODIFICATION. This Agreement, including these TERMS and CONDITIONS can only by modified by an instrument in writing signed by the Parties.

34. CONTROLLING DOCUMENTS. In the event any of the terms and provisions of this Attachment C to the COMPANY Master Services Agreement are contrary to or conflict with any other terms and conditions of any other Attachments to the Master Services AGREEMENT including Attachment B, then the terms and conditions of this Attachment C Agreement shall at all times supersede and control.

35. NO LEASE. This Agreement is a services Agreement and is not intended to and will not constitute a lease of any real property. Customer acknowledges and agrees that (i) it has been granted only a license to occupy the Customer Area and use the COMPANY Data Centers and any equipment provided by COMPANY in accordance with this Agreement; (ii) Customer has not been granted any real property interest in the Customer Area or COMPANY Data Solutions, LLC; (iii) Customer has no rights as a tenant or otherwise under any real property or landlord/tenant laws, regulations, or ordinances.

As indicated on the Customer Quote Agreement. By signing the Customer Quote, the Customer acknowledges they have reviewed and accept to be bound by the Company Terms & Conditions and the Service Level Agreement.

http://www.corkatdata.com/terms