

## SERVICES AMENDMENT

This Services Amendment (the "SA"), dated as of October 16, 2019 (the "SA Effective Date") is made between **Sky Data Vault, LLC** ("SDV") and -----and shall be governed by the terms and conditions of the Customer Services Agreement ("Agreement") dated as of June 28<sup>th</sup>, 2018. Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

### 1. Description of Services.

MANAGED INFRASTRUCTURE as a SERVICE (MlaaS). SDV or its assigns shall establish a/an virtual server environment in the name of the End User (the "End User Account"). This environment will be made available to the End User via the internet. The environment will be monitored, managed, and maintained by SDV.

### 2. Customer Pricing

MlaaS:

- Monthly Fee will be as detailed on the SDV Order Form.
- Services will be provided on November 1<sup>st</sup> and that monthly fee will be waived.
- Term will be 24 months with a start date of December 1<sup>st</sup>, 2019.
- December Invoice will carry both MlaaS and MDRaaS services.
- **Optimization Guarantee** - SDV recognizes that at times a "Post Transition Optimization" can occur. CLU may not need all the Processing, Memory, Storage or Bandwidth contracted for on the SDV Order Form. SDV will allow CLU to reduce spend in regards to any Processor, Memory, Storage, or Bandwidth allocation if the requirement is less than the original contracted monthly recurring amount. CLU will be able to reduce spend by up to 10% without penalty or having to rewrite the agreement.

MDRaaS:

- Services will continue as contracted on the Agreement entered into on June 28<sup>th</sup>, 2018.
- A new term of 24 months will begin on December 1<sup>st</sup>, 2019.
- November invoice will be as contracted.

### 3. Special Conditions.

Other than as expressly amended pursuant to this SA, the Agreement remains in full force and effect. To the extent the provisions of this SA conflict with the terms and conditions of the Agreement, the terms and conditions of this SA shall prevail, solely with respect to the Services provided under this SA. All of the terms, covenants and conditions set forth in the Agreement are incorporated herein by reference as if the same had been set forth herein in full.

[SIGNATURES ON FOLLOWING PAGE]

[SIGNATURES FROM PREVIOUS PAGE]

IN WITNESS WHEREOF, the Parties have executed this Statement of Work by their duly authorized representatives.

Sky Data Vault, LLC

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

Date: 10-21-2019

  
Signature

Name

President/CEO  
Title

**CLUAADC**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	6	\$ 12.50	Price per GB	\$ 75.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 185.00

**CLU-CONFLUENCE**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	8	\$ 12.50	Price per GB	\$ 100.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 210.00

**CLU-DB01**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	4	\$ 12.50	Price per GB	\$ 50.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 160.00

**CLUDEC01**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	4	\$ 12.50	Price per GB	\$ 50.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 160.00

**CLUDEC01**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	4	\$ 12.50	Price per GB	\$ 50.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 160.00

**CLUFS01**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	8	\$ 12.50	Price per GB	\$ 100.00
Storage	5	\$ 100.00	Price per TB	\$ 500.00
Current Environment Total				\$ 660.00

**CLUFS02**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	16	\$ 12.50	Price per GB	\$ 200.00
Storage	5	\$ 100.00	Price per TB	\$ 500.00
Current Environment Total				\$ 760.00

**CLUNPS01**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	4	\$ 12.50	Price per GB	\$ 50.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 160.00

**CLUPS01**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	4	\$ 12.50	Price per GB	\$ 50.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 160.00

**CLU-WDS**

	Quantity	Sale Price (unit)	Units	Price
Processors	2	\$ 30.00	Price per Processor	\$ 60.00
Memory	4	\$ 12.50	Price per GB	\$ 50.00
Storage	0.5	\$ 100.00	Price per TB	\$ 50.00
Current Environment Total				\$ 160.00

**Additional Services**

Microsoft Windows Server 2019	10	\$ 19.00	Price per license	\$ 190.00
Managed Firewall	1	\$ 250.00	Per client	\$ 250.00
Dedicated External IP Addresses	1	\$ 5.00	Per IP	\$ 5.00
External VPN Licenses (3 included per customer)	0	\$ 5.00	Per License	\$ -
Bandwidth	50	\$ 10.00	Per MB	\$ 500.00

Additional Services Total \$ 945.00


Total Monthly Cost **\$ 3,720.00**

**Term****24 Months**

Claremont Lincoln University  
Company Name

150 W. First St., Ste  
Address

Claremont, CA 91711  
City, State, Zip

  
Authorized Signature

10-21-2019  
Date

President/CEO  
Title