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| Customer Name: |  |  |  |  |  | Contract Start Date: | |  |  |
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| Bill To/Payer Information: | |  |  |  |  |  |  |  |  |
| Customer Name |  |  |  |  | Attn: |  |  |  |  |
| ("Customer") |  |  |  |  | Order Confirmation Contact: | | |  |  |
| Address |  |  |  |  |  |  | Suite/Floor: |  |  |
| City: |  | State: |  | Zip: |  | Country: |  |  |  |
|  |  | Order Confirmation Contact Phone Number: | | | | |  |  |  |
| Billing Currency: |  | Order Confirmation Contact Email Address: | | | | |  |  |  |
|  |  |  |  |  |  |  |  |  |  |
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| **Cloudvaz Products** | | | | | | | | | |
| **Product Number** | **Cloudvaz Product** | | **Plan** | **# of Users** | **Annual Charges** | **One Time Charges** | **Discount** | **Total Cloudvaz Charges** | |
| 251127 | Contractvaz | | Basic | 20 | $6,000 |  | $1,500 | $4,500 | |
| 251128 | Implementation Fee | |  |  |  | $2,000 | $2,000 | $0 | |
|  |  |  |  |  |  |  |  |  |  |
| Total Annual Charges: | | $4500 | USD |  | Total One Time Charges: | | | $0 | USD |

This Order Form, Cloudvaz Terms and Conditions, and any exhibits referenced below shall be collectively referred to as the Agreement”. If there is any conflict among any elements of the Agreement, the descending order of precedence will be (unless expressly stated otherwise for any particular terms): Order Form, Exhibits, General Terms and Conditions. The Agreement is entered into between Customer and Cloudvaz Inc (“Cloudvaz”) (each a “Party” and collectively the “Parties”) and is effective as of the date signed by both Parties.

**Annual Charges.** The annual subscription charges (“Annual Charge(s)”) will begin in accordance with the attached Short Term Bridge Amendment and will continue for a minimum of twelve (12) months (“Minimum Term”) with invoices billing on contract start date. The one-time charges reflected above will be billed on the date Cloudvaz processes this Order Form (“Order Form”). The Agreement will automatically renew for consecutive 12-month periods (each a “Renewal Term”), unless either Party gives written notice of cancellation to the other Party at least thirty (30) days in advance of any Renewal Term.

**Implementation Fee.** The Implementation Fee is a one-time fee, billed on the date Cloudvaz processes this Order Form, and covers the cost of the Implementation Services identified in Exhibit A. Any services requested by Customer that are outside of the scope identified in Exhibit A must be agreed upon by the Parties in a signed Statement of Work (“SOW”).

**Data Conversion Services.** Unless otherwise provided in a separate SOW specifically referencing the Agreement or attached to the Agreement, Cloudvaz will not provide any data entry or data conversion services in connection with the Agreement. If Customer requires such data conversion services, the scope and fee for such additional data conversion services must be agreed upon by the Parties in a signed SOW.

**Deletion of Data and Documents upon Termination.** Customer is responsible to retrieve a copy of the data and documents from Cloudvaz Products up on termination of the contract at renewal. Cloudvaz will delete all customer data and documents within fifteen (15) days ((or other mutually agreed upon period) post renewal date. Cloudvaz is not obligated to provide an additional copy of data and documents. Within fifteen (15) days (or other mutually agreed upon period) Customer’s access to Cloudvaz Products will disconnected.

**Liability**. The following is added to Section 7 of the Cloudvaz General Terms and Conditions: The limitations on liability set forth in this section shall not apply to Cloudvaz’s gross negligence, intentional misconduct, or fraud.

**General Provisions.** The Agreement includes and incorporates by this reference (a) this Cloudvaz Order Form, (b) the Cloudvaz General Terms and Conditions available at <http://www.cloudvaz.com/terms>, (c) Exhibit A: Cloudvaz Implementation Services, (d) Exhibit B: Cloudvaz Service Level Agreement. Customer will be enrolled on auto-renewal and will receive invoice prior to each renewal and all payments are due thirty (30) days from the date of the invoice. Notwithstanding the foregoing, Customer shall not be assessed any late fees or interest, nor shall a breach of this Agreement occur so long as payment is received within sixty (60) days from the date of the invoice. Applicable sales, use, personal property, value added tax (VAT) or equivalent, ad valorem and other taxes are payable by Customer. If Customer fails to make any payment within sixty (60) days after the date due, Cloudvaz will disconnect Customer's access to Cloudvaz Products, but only after giving fifteen (15) days written notice to Customer.

EXECUTED by authorized representative with incorporated terms as of the date set forth below.

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| **Cloudvaz Inc** |  |  |  |  | **Customer:** |  |  |  |  |  |  |
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| By: |  |  |  |  |  | By: |  |  |  |  |  |
| Name: |  |  |  |  |  | Name: |  |  |  |  |  |
| Title: |  |  |  |  |  | Title: |  |  |  |  |  |
| Address: | 34303 SE Satterlee ST | | |  |  | Address: |  |  |  |  |  |
|  | Snoqualmie, WA 98065 | | |  |  |  |  |  |  |  |  |
| Phone: | 630-220-1013 | |  |  |  | Phone: |  |  |  |  |  |
| Date: |  |  |  |  |  | Date |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |  |  |
|  |  | **Additional Required Customer Contact Information** | | | | | |  |  |  |  |
| Cloudvaz Coordinator\* Name: | | |  |  |  | AP Contact Name: | |  |  |  |  |
| Cloudvaz Coordinator Email: | | |  |  |  | AP Contact Phone: | |  |  |  |  |
| Cloudvaz Coordinator Phone: | | |  |  |  | AP Contact Email: | |  |  |  |  |
| Person to Approve Cloudvaz Invoices: | | |  |  |  | Bill To Address: | |  |  |  |  |
| Approver’s Name: | | |  |  |  |  |  |  |  |  |  |
| Approver’s Email: | | |  |  |  |  |  |  |  |  |  |
| Approver’s Phone: | | |  |  |  |  |  |  |  |  |  |
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**Exhibit A:**

**Cloudvaz Implementation Services**

This Exhibit A to the Cloudvaz Order Form sets forth the relevant services (“Cloudvaz Implementation Services”) which are in scope and will be provided by one (1) Cloudvaz implementation manager (“Implementation Manager”) to Customer in accordance with the terms of the Agreement. Any services not identified as being in scope below are not included as a part of the Agreement and would need to be identified in a separate Statement of Work (“SOW”). Cloudvaz will begin providing the Implementation Services upon execution of the Agreement (“Start Date”), with all Cloudvaz Services scheduled to be completed within two (2) calendar months of the Start Date (“End Date”). In the event any Cloudvaz Implementation Services are not completed by the End Date, a separate change order, amendment or SOW will need to be entered into by the Parties covering any services to be provided after the End Date.

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| --- | --- | --- |
| **Cloudvaz Services** | **In Scope** | **Description, Comments, Notes** |
| Basic Implementation of Contractvaz | Yes | 20 hours of Basic Implementation of Contractvaz includes (i) enabling the app in Salesforce, (ii) consultation time and training, by the Implementation Manager of Customer's Cloudvaz Coordinator(s) for configuration of Customer’s Contractvaz, and (iii) User Training. ”User Training”. Training Sessions must be utilized within 2 months a part of implementation. |
| Data Conversion/Data Entry | No | No services relating to data conversion or data entry into Cloudvaz Products will be provided. |
| Customizations | No | No services relating to customization of Cloudvaz Products will be provided unless specifically identified in a separate SOW. |
| Other Services | No | Except for the services specifically identified in the Agreement, no other services related to Cloudvaz will be provided unless specifically identified in a separate SOW |

**Fees:**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Basic Implementation Fees** | |  |  |  |  |  | $2,000 |
| **Discount** |  |  |  |  |  |  | $2,000 |
| **Total Implementation Fees** | |  |  |  |  |  | $0 |

**Exhibit B:**

**Cloudvaz Service Level Agreement**

This Exhibit B sets forth the operational standards, support, and response standards provided by Cloudvaz to Customer for the Cloudvaz products. Cloudvaz may modify this Service Level Agreement 30 days before the start of a new calendar year.

**B1. OPERATIONAL STANDARDS; MAINTENANCE SCHEDULE**

**B1.1 Availability.** Except for the scheduled maintenance periods set forth in Section B1.2, Cloudvaz Products is available 24 hours a day, 7 days a week.

**B1.2 Scheduled Maintenance.** If necessary, Cloudvaz may take Cloudvaz Products offline for maintenance during the following times:

* Major Scheduled Maintenance: Saturday 8:00 am to Sunday 8:00 am Pacific Time
* Minor Scheduled Maintenance: every day from 9:00 pm to 12:00 am Pacific Time

**B1.3 Unscheduled Maintenance.** If Cloudvaz becomes unavailable and requires unscheduled maintenance, Cloudvaz will notify customers.

**B2. SUPPORT**

**B.2.1 First Level (Tier 1) Customer Support.** Customer provides first level support for its internal users. If any user needs any assistance (whether questions about Cloudvaz Products or technical issues), the user should first contact Customer’s Cloudvaz Coordinator (and Customer should direct all users to first contact Customer’s Cloudvaz Coordinator). Customer’s Cloudvaz Coordinator provides the first level support, such first level support is available during the hours set by Customer.

**B.2.2 Second Level (Tier 2) Customer Support.** If Customer’s Cloudvaz Coordinator is not able to resolve a user’s problem, Customer’s Cloudvaz Coordinator may refer to Cloudvaz Support Team for second level support at support@cloudvaz.com (or such other email address as may be communicated to Customer from time to time).

**B3.2 Limitations.** Except as may be set forth in the Agreement, the support services do not include: (i) visits to Customer's site or (ii) any services for any third-party equipment or software. In addition, Cloudvaz has no obligation to correct any error resulting from a failure by Customer to implement any third-party software modification or upgrade recommended by Cloudvaz.