

# CLOUD SERVICES AGREEMENT

This Cloud Services Agreement is entered as of the **14 day of May, 2023** ("**Effective Date**") by and between **Northwind Traders**, a Washington corporation, having its principal place of business at 456 Commerce Street, Bellevue, Washington, 98004 ("**Northwind**") and **TechServe Solutions**, a Washington corporation, having its principal place of business at 321 Service Road, Redmond, Washington, 98052 ("**TechServe**").

This agreement shall remain in effect for a period of **24 months** from the Effective Date and shall expire on **May 03, 2025** unless terminated earlier in accordance with the terms set forth herein.

This agreement shall void and nullify any and all previous agreements to this date between **Northwind** and **TechServe**.

There shall be no additional fees of any kind paid to **Northwind**, other than those listed within this agreement for **cloud computing and storage services** and/or bandwidth usage. The initial term of this contract is for **24 months** with a maximum of **236,274** accesses thereafter payment shall be **\$0.006** (one-half cent) per access. **TechServe** must monitor and remit this amount to **Northwind** by no later than Wednesday for accesses used from the previous week (Monday thru Sunday).

**Northwind** must provide a person(s) to correct any technical problems (Server being down or slow, **12 hours** per day, 7 days per week. This person(s) must be available by beeper or telephone. **TechServe** shall provide this same 24 hour support at the broadcast location.

**Governing Law:** This Agreement shall be governed by and construed in accordance with the internal laws of the State of Washington applicable to agreements made and to be performed entirely within such state.

All parties have read and fully agree to all terms and conditions as set forth in this **Cloud Services Agreement**.

## Northwind Traders

By: Michael Chen

Title: Director

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Michael Chen

## TechServe Solutions

By: David Martinez

Title: Account Manager

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David Martinez