

# CLOUD SERVICES AGREEMENT

This Cloud Services Agreement is entered as of the 18 day of April, 2024 ("**Effective Date**") by and between **Fourth Coffee**, a corporation, having its principal place of business at 789 Business Ave, Tacoma, Washington 98402 ("**Fourth**") and **AdventureWorks Cycles**, a corporation having its principal place of business at 98 NW Test Street, Suite 50, Bellevue, Washington 98007 ("**AdventureWorks**").

This agreement shall void and nullify any and all previous agreements to this date between Fourth and AdventureWorks.

There shall be no additional fees of any kind paid to Fourth, 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 12 months with a maximum of 957,008 accesses thereafter payment shall be \$0.018 (one-half cent) per access. AdventureWorks must monitor and remit this amount to Fourth by no later than Wednesday for accesses used from the previous week (Monday thru Sunday).

Fourth 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. AdventureWorks shall provide this same 24 hour support at the broadcast location.

This Agreement shall be governed by and construed in accordance with the internal laws of the state of Washington. Such laws shall be applicable to this agreement without regard to its conflicts of law provisions. Disputes arising out of or related to the performance (or the alleged failure to perform) of either party must not be performed entirely within such state.

All parties have read and fully agree to all terms and conditions as set forth in this Web Hosting Agreement.

**Fourth Coffee**

By: Emily Davis

Title: CFO

Emily Davis

**AdventureWorks Cycles**

By: Aaron Smith

Title: Sales Manager

Aaron Smith