

CLOUD SERVICES AGREEMENT

Contract Number: CSA-2024-089

Effective Date: February 1, 2024

Initial Term: 5 years

PARTIES

This Cloud Services Agreement is between **CloudScale Technologies Inc.** ("Provider") and **Global Finance Corp.** ("Customer").

ARTICLE 1: SERVICE LEVELS

1.1 Availability Commitment: Provider commits to 99.5% uptime availability, measured monthly.

AUDIT NOTE: 99.5% allows for 3.6 hours of downtime per month - below industry standard of 99.9% for financial services.

1.2 Service Credits: If availability falls below 99.5%, Customer shall receive service credits as follows:

- 99.0% - 99.49%: 5% credit
- 98.0% - 98.99%: 10% credit
- Below 98.0%: 15% credit

AUDIT NOTE: Maximum credit is only 15% of monthly fees. No right to terminate for poor performance. Credits are Customer's sole remedy.

1.3 Planned Maintenance: Provider may perform maintenance during business hours with 24 hours notice. Planned maintenance windows do not count against availability commitments. **AUDIT NOTE:** Maintenance during business hours could disrupt operations. No limit on frequency or duration.

ARTICLE 2: DATA LOCATION AND SECURITY

2.1 Data Storage: Customer data will be stored in Provider's global data center network. Provider reserves the right to move data between facilities for load balancing, disaster recovery, or operational efficiency. **AUDIT NOTE:** No guarantee of data location. May violate data sovereignty requirements for EU/UK customers.

2.2 Data Access: Provider personnel may access Customer data for troubleshooting, maintenance, and service improvement purposes. Provider may use anonymized data for analytics and product development. **AUDIT NOTE:** Broad data access rights. 'Anonymized' data may still contain sensitive business information.

2.3 Security Audits: Provider maintains SOC 2 Type II certification. Customer may request audit reports annually. On-site audits require 90 days notice and Provider approval, subject to a fee of \$50,000 per audit. **AUDIT NOTE:** Limited audit rights with significant fees. No right to conduct security assessments without Provider approval.

ARTICLE 3: PRICING AND PAYMENT

3.1 Base Subscription: Customer shall pay \$45,000 per month for the base platform subscription (up to 500 users and 10TB storage).

3.2 Overage Charges:

- Additional users: \$95/user/month
- Additional storage: \$150/TB/month
- API calls over 10M/month: \$0.002 per call
- Data egress: \$0.12/GB

AUDIT NOTE: Overage charges are significantly higher than base rates. No caps or alerts configured. Data egress fees could be substantial.

3.3 Price Changes: Provider may increase prices upon 60 days notice. If Customer does not accept the increase, Customer may terminate with 30 days notice, but must pay an early termination fee equal to 6 months of the then-current monthly fees. **AUDIT NOTE: Provider can force price increases with termination penalty as only alternative.**

ARTICLE 4: TERM AND TERMINATION

4.1 Initial Term: The initial term is five (5) years. This Agreement automatically renews for successive two-year terms unless Customer provides written notice of non-renewal at least 12 months prior to the end of the then-current term. **AUDIT NOTE: Very long initial commitment with extended renewal notice period.**

4.2 Early Termination: Customer may terminate early only for Provider's material breach that remains uncured for 90 days after written notice. Customer must pay all remaining fees through the end of the then-current term. **AUDIT NOTE: Customer must pay for full term even if terminating for cause. Extended cure period.**

4.3 Data Portability: Upon termination, Provider will make Customer data available for download for 30 days. Data export is provided in Provider's standard format only. Conversion to other formats available for additional fee. **AUDIT NOTE: Short data retrieval window. May require additional fees for usable data format.**

SIGNATURES

PROVIDER: CloudScale Technologies Inc.

CUSTOMER: Global Finance Corp.

Michael Roberts, SVP Sales

Date: February 1, 2024

Patricia Wong, CIO

Date: February 1, 2024