

SERVICE EXHIBIT
Cloud Computing Services

The following terms are applicable to Customer's Cloud Computing Services and together with the Master Service Agreement ("MSA") and the Incorporated Agreements constitutes the entire agreement between Customer and Evolve IP pursuant to the "Incorporated Agreements" Section of the MSA. Evolve IP's cloud computing Services include, but are not limited to, Virtual Data Center, vServer, Evolved Office: Desktop, Disaster Recovery as a Service, and Reflection (the "Cloud Services"). Capitalized terms in these Additional Terms will have the same meaning given to them in the MSA or the Incorporated Agreements, unless a different definition is provided below.

1. **Software Licensing and Compliance.** In the event that Customer provides its own licenses under Evolve IP's "Bring Your Own License" ("BYOL") hosting offering, Customer agrees to determine, acquire, and maintain compliance for the correct number of software licenses in their virtual environment hosted by Evolve IP, regardless of whether the software or administration is self-managed or managed by Evolve IP, and shall maintain the required licenses and compliance during the entire Service Term of the applicable Services. For Microsoft products specifically, Customer must maintain new product version rights ("Software Assurance") on the Microsoft software products it licenses for its Evolve IP hosted environment, and shall complete and return any required License Mobility verification forms requested by Evolve IP within ten (10) days of being presented with same. In addition, Customer agrees to the following terms concerning any software products used ("Software"):
- a) Customer is prohibited from removing, modifying or obscuring any copyright, trademark or other proprietary rights notices that are contained in or on the Software;
 - b) Customer is prohibited from reverse engineering, decompiling, or disassembling the Software, except to the extent that such activity is expressly permitted by applicable law;
 - c) Customer understands and agrees that for Microsoft software, Microsoft disclaims, to the extent permitted by applicable law, all warranties and any liability by Microsoft or its suppliers for any damages, whether direct, indirect, or consequential, arising from use of the Software;
 - d) 3rd party software suppliers do not provide technical support for the Software. Customer is responsible for arranging for Software technical support;
 - e) Customer shall not undertake any action that will interfere with or diminish any owner's right, title, and/or interest in the trademark(s) or trade name(s) concerning the Software;
 - f) Customer shall not utilize the Services or the Software to engage in the manufacture, use distribution or transfer of counterfeit, pirated, or illegal software;
 - g) Customer shall cooperate with any audit or verification performed by Evolve IP or assigned 3rd party licensing agent and permit the disclosure of Customer's information as reasonably required under any such verification;
 - h) the Software shall not be utilized for "high risk use," and may not be used in any application or situation where failure of the Software could lead to death or serious bodily injury of any person or to severe physical or environmental damage;
 - i) 3rd party Software providers will be an intended third party beneficiary with respect to provisions concerning the Software Licensing and Compliance and Right to Audit and Verification terms as described in Sections 1 and 2 of this Service Exhibit, and shall have the right to enforce applicable provisions, including but not limited to verification of Customer's license compliance;
 - j) For Microsoft Software that Customer obtains through Evolve IP or otherwise uses in conjunction with the Services, Customer agrees to abide by all license terms of any applicable Microsoft products, the most recent version of which are available at <https://www.microsoft.com/en-us/licensing/product-licensing/products.aspx>; and
 - k) to abide by the terms of all end user license terms for the software products used.

Customer agrees to defend, indemnify and hold Evolve IP, its officers, directors, employees, agents, and representatives harmless from any and all claims, damages, losses, and expenses (including attorney's fees and expenses) arising out of, or in connection with, any third-party claim that Customer's activities infringe upon the intellectual property rights of another party ("Indemnified Claims"), including Evolve IP's suppliers. Indemnified Claims include, without limitation, installing un-licensed software on Evolve IP's equipment, using Evolve IP's equipment to copy, distribute, or otherwise make software products available to third parties, any breach of the terms of these Additional Terms or the AUP, or in any way acting in violation of the end user terms for any of the installed Software.

Notwithstanding any other provision of the Agreement to the contrary, Evolve IP shall be entitled to pass through any increase to charges for third party licensing services imposed on Evolve IP, including, but not limited to, Microsoft SPLA and Microsoft O365, at any time during the Service Term upon providing Customer with thirty (30) days' prior written or electronic notice.

2. Right to Audit and Verification. Customer agrees to allow Evolve IP (or an appointed 3rd party designee) to routinely audit and verify compliance with the Additional Terms, the AUP, the MSA, and/or the Incorporated Agreements, and shall provide Evolve IP with the required domain access to perform any such audit or verification. Failure to provide Evolve IP with the necessary domain access required to perform audit or verification shall constitute a material breach, and Evolve IP may, at its sole discretion, terminate Services or access to the Software. Evolve IP reserves the right to charge any additional monthly reporting costs incurred by Evolve IP to remedy non-compliance to any Customer that has Software installed for which it cannot provide sufficient evidence of required software licensing.

3. Data Security

- a) Evolve IP shall at all times use industry standard best practices to (i) to protect the physical security of the infrastructure used by Evolve IP to provide the Cloud Services and (ii) maintain technical, administrative and organizational measures, internal controls and data security routines and procedures with respect to its software, information systems and networks intended to protect Customer information and data against accidental loss or change, unauthorized disclosure or access or unintended destruction. Customer shall be solely responsible for the security of their respective information systems/networks and neither Evolve IP, nor any Evolve IP 3rd party shall have any liability in connection therewith. Evolve IP shall use industry standard best practices to segregate Customer's Cloud Services from that of other Evolve IP customers in any multi-tenant environment.
- b) Except as expressly agreed in writing between Customer and Evolve IP: (a) Customer shall own all of Customer's data entered into, processed or generated by the Cloud Services in connection with Customer's use thereof; and (b) such data shall constitute the Confidential Information of Customer to the extent it comes into the possession of Evolve IP.
- c) Evolve IP represents and warrants that it will (a) provide Customer prompt notice of all suspected security incidents that could involve, or which Evolve IP reasonably believes to involve, the unauthorized access, use or disclosure of any Customer data maintained in the Cloud Services (each such incident, a "Data Breach"), (b) fully cooperate with any internal investigation by Customer, and with any external investigation by third parties, such as law enforcement pertaining to a Data Breach, through the provision of information, employees, interviews, materials, databases or any and all other items required to fully investigate and resolve any such incidents, and (c) take all necessary and appropriate corrective action to terminate the unauthorized access and rectify the Data Breach. Notwithstanding the foregoing, the Parties agree in the event a Data Breach occurs through no fault of Evolve IP, Customer shall indemnify Evolve IP pursuant to the provisions contained in the "Indemnity" section of the MSA.

4. Intellectual Property and Ownership

- a) All computer applications, software, drawings, diagrams, specifications, engineering, other information and materials, and all intellectual property therein or based thereon, now owned by Evolve IP or to which Evolve IP has rights, or which may be licensed or sublicensed by Evolve IP to Customer or which may be developed by (or on behalf of) Evolve IP for the specific operation of the Cloud Services sold to Customer, whether or not developed at the specific request of Customer, shall remain the sole and exclusive property of Evolve IP, and Customer shall not acquire any rights or licenses, express or implied, unless otherwise expressly set forth in any written agreement between Evolve IP and Customer.
- b) All computer applications, programs, software, drawings, diagrams, specifications, engineering, and other information and materials, and all intellectual property therein or based thereon, now owned by Customer or to which Customer has rights, or which may be licensed or sublicensed by Customer or which may be developed by (or on behalf of) Customer in connection with the use of the Cloud Services or otherwise as a result of or related to Evolve IP providing the Cloud Services to Customer, whether or not developed at the specific request of any such party, shall remain the sole and exclusive property of Customer, and Evolve IP acquires no rights or licenses, express or implied, in same by virtue unless otherwise expressly set forth in any written agreement between Customer and Evolve IP; provided, however, the underlying intellectual property with respect to the Cloud Services shall be deemed the intellectual property of Evolve IP.
- c) Any Customer data, documents and information obtained by Evolve IP or uploaded to the Cloud Services shall remain the property of the Customer. Upon a) the termination of the Cloud Services for any reason other than an uncured breach by Customer and b) Evolve IP's receipt of Customer's written request, Evolve IP shall immediately provide to Customer all of Customer's data in Evolve IP's control or possession and residing within the Cloud Services. Any remaining Customer data shall be destroyed by Evolve IP either (i) five (5) days after the termination of the Cloud Services, or (ii) immediately upon Customer providing a written or electronic notice requesting such to Evolve IP.