



Terms of Sale

Cloud

These terms and conditions (“Terms of Sale”) govern the purchase of the Cloud Services from Arete Solutions Direct, LLC. (“Arete Solutions”) by the customer (“Client”) identified in the Cloud Services order form (the “Order”) and is incorporated into and made part of that Order, unless purchase is being made pursuant to a separate written agreement. Where the terms and conditions of this purchase conflict with the terms and conditions of the separate written agreement, the terms and conditions of the separate written agreement shall prevail.

Section 1. Definitions

“Client Data” means any information of, or related to, Client, including without limitation, (i) any information about Client disclosed by Client or Arete Solutions to Service Provider during the Term of the Order, including, without limitation, any Client-issued requirements in connection with the Cloud Services; (ii) any information of Client transmitted or otherwise sent to, or uploaded to, any Service Provider Facilities, and/or any information of Client that resides in any Service Provider Facilities, through or as a result of Client’s purchase or use of the Cloud Services; (iii) any work product or other information of Client developed, generated, or otherwise produced from the use of the Cloud Services; and/or (iv) any information obtained by Service Provider, whether



visually, physically, or remotely, from any client facilities during the course of provisioning Cloud Services to Client.

“Cloud Service(s)” means (i) the services and any software or other materials described in the Service Provider Terms, and (ii) any ancillary services provided by Service Provider in connection with such services, as described in the Service Provider Terms and offered by Arete Solutions under the Order.

“Fees” means the amounts due for use of the Cloud Services purchased by Client under the Order.

“Personal Information” means information that is identifiable to a particular individual, including but not limited to such person’s name, physical address, telephone number, email address, social security number, or credit card number.

“Service Level Agreement” or “SLA” means the service levels or service level agreements, if any, set forth in the Service Provider Terms.

“Service Provider” means the entity that provides the subscription based Cloud Services described in the Service Provider Terms and offered by Arete Solutions under the Order.



“Service Provider Facilities” means any infrastructure of Service Provider or its licensors in connection with the provision of the Cloud Services or technical support, including, without limitation, software programs, hardware, data centers, networks, systems, websites, technology, or other facilities or resources provided or operated by, or on behalf of, Service Provider or its licensors in connection with the provision of the Cloud Services.

“Service Provider Terms” means, collectively, Service Provider’s description of Cloud Services, terms of use/service, direct agreements entered into with Client, and SLAs, if any, all of which may be amended or otherwise updated unilaterally by the Service Provider from time to time.

“Special Terms Addendum” means any terms and conditions that are specific to the particular Arete Solutions offering or Service Provider and listed on an addendum to the Terms of Sale. To the extent such terms differ or conflict with these Terms of Sale, the Special Terms shall govern.

“Subscription Period” means the monthly, yearly or other period as identified in the Order that begins the date Cloud Services commence for such Subscription Period.



“Term” means collectively, the “Initial Term” and any “Renewal Term,” as those terms are defined in Section 4.1 (Order Term), that begins as of the Effective Date of the Order.

Section 2. Scope of Cloud Services

ARETE SOLUTIONS IS RE-SELLING AND/OR SOLICITING ORDERS ON BEHALF OF SERVICE PROVIDER FOR CLOUD SERVICES PERFORMED OR OTHERWISE PROVIDED BY SERVICE PROVIDER OR ITS AFFILIATES, SUBCONTRACTORS, SUCCESSORS, OR ASSIGNS. UNLESS SPECIFICALLY IDENTIFIED AS ‘ARETE SOLUTIONS OFFERINGS’, ARETE SOLUTIONS ITSELF DOES NOT PERFORM THE CLOUD SERVICES THAT ARE SUBJECT TO THE TERMS OF THE ORDER. Arete Solutions is not responsible for any services related to the implementation or configuration of Cloud Services for Client’s use, unless otherwise agreed upon by Arete Solutions and Client under a separate written agreement. References to reselling or resale (or a variation thereof) shall include the solicitation of Orders on behalf of a Service Provider.

2.1 Cloud Services Restrictions, Rights and Use.

Service Provider Terms. Cloud Services sold by Arete Solutions under the Order will be performed or otherwise provided by Service Provider in accordance with the Service



Provider Terms. Client shall comply with the Service Provider Terms and look to Service Provider for compliance of the Service Provider's responsibilities under those terms. Service descriptions in effect at the time of purchase will apply for the entire applicable Subscription Period. However, Client agrees that Service Provider may, at any time, amend Cloud Services descriptions or otherwise update them and any documentation relating thereto, including, without limitation, any specifications for the Cloud Services for any reason including, without limitation, legal, safety, business, or technical considerations.

SERVICE PROVIDER TERMS IN EFFECT AT COMMENCEMENT OF EACH SUBSCRIPTION PERIOD WILL REMAIN IN EFFECT UNTIL THE END OF CLIENT'S THEN-CURRENT SUBSCRIPTION PERIOD. IF AMENDED OR OTHERWISE UPDATED VERSIONS OF SERVICE PROVIDER TERMS ARE AVAILABLE AFTER THE EXPIRATION OF CLIENT'S THEN APPLICABLE SUBSCRIPTION PERIOD, THEN CLIENT AGREES THAT SUCH VERSIONS WILL AUTOMATICALLY BECOME THE "SERVICE PROVIDER TERMS" FOR CLIENT'S SUBSEQUENT RENEWAL SUBSCRIPTION PERIOD, AND SUCH VERSIONS WILL CONTROL UNLESS OTHERWISE MUTUALLY AGREED UPON IN WRITING BY CLIENT AND SERVICE PROVIDER. CLIENT EXPRESSLY ACKNOWLEDGES AND AGREES THAT CLIENT SHALL BE SOLELY RESPONSIBLE FOR PERIODICALLY REVIEWING THE DESIGNATED URL OR A SUCCESSOR URL OF SERVICE PROVIDER TO



UNDERSTAND AND PERFORM IN ACCORDANCE WITH SUCH AMENDED OR OTHERWISE UPDATED VERSIONS.

Other Related Terms. Client expressly acknowledges and agrees that it may be subject to Service Provider requirements other than those set forth or referenced in the Order, including policies, license agreements, system-access terms and conditions,, that may be imposed by Service Provider or its licensors upon Client in connection with accessing or otherwise using the Cloud Services (collectively, "Other Related Terms"). Client expressly acknowledges and agrees that Arete Solutions shall not be liable for any breach by Service Provider of Service Provider's obligations under any applicable Other Related Terms, if any, or for any loss, damages, costs, or expenses incurred by Client in connection with any actions taken by Service Provider under the applicable Other Related Terms, including, without limitation, any actions against Client to enforce any provisions therein.

IP Rights. Client owns and retains all right, title, and interest in and to Client Data and all intellectual property rights therein. Service Provider or its licensors, subcontractors, or suppliers will retain all rights, title, and interests in and to the Cloud Services and Service Provider Facilities as well as any derivative works thereof, including, without limitation, any intellectual property rights in and to the Cloud Services and the Service Provider Facilities. Client shall not infringe, misappropriate, or otherwise violate such rights, title, or interests. Client's access to Cloud Services shall be subject to the terms and conditions of the Order, as well as Service Provider Terms.



Use of Cloud Services. Use of the Cloud Services is governed by the Service Provider's Terms, as well as the following usage notices and limitations. Client assumes all risks, costs, and expenses in connection with the use of the Cloud Services.

Territory. Client is purchasing Cloud Services in the Territory for use within the Territory, unless otherwise specifically and mutually agreed upon in writing by authorized representatives of each party.

Service Provider Facilities. Client acknowledges that the Cloud Services may be provided by Service Provider from Service Provider Facilities anywhere in the world and Service Provider may, at any time, transfer the provision of the Cloud Services from one installation to another. There is no guarantee that any such installation, or part thereof, is dedicated to the sole use of Client. Transfer, transmission, distribution, posting, uploading, storage, downloading, and the retrieval of any information, software, technology, or other technical data via the Cloud Services may be subject to U.S. or foreign export, import, privacy, or data security laws.

High Risk. Cloud Services sold by Arete Solutions are not designed for use in life support, life sustaining, nuclear or other applications in which failure could reasonably be expected to result in personal injury, loss of life or catastrophic property damage.

Business Purpose. Client will use the Cloud Services for its own use and for legitimate business purposes only, and Client shall not resell, sub-lease, sub-rent, or sub-license the Cloud Services to any third party.



Internet. Client shall comply with all relevant legislation applicable to the use of the internet and shall conform to the protocols and standards published on the internet from time to time and adopted by the majority of internet users. Arete Solutions reserves the right to edit or remove any post or transmission by Client that, in Arete Solutions's judgment, is not appropriate, reasonably believes may violate applicable laws or regulations, or portrays Arete Solutions or Service Provider in a false, misleading, derogatory, or offensive manner.

2.2 Client's Responsibilities. In addition to other duties of Client set forth in these Terms of Sale, Client is responsible for the following: (a) maintaining the security of its networks, servers, applications and access codes, including, without limitation, the backup and other protection of its system and data, against loss, damage or destruction by third parties; (b) providing information reasonably requested by Arete Solutions or Service Provider, including, without limitation, any technical and related information, and any consents that Arete Solutions or Service Provider may need from Client necessary for Service Provider to enable the Cloud Services and shall otherwise undertake the responsibilities applicable to Client set forth in the Service Provider Terms; (c) work with Arete Solutions and Service Provider to resolve performance issues as necessary. Arete Solutions may assume, without inquiry or liability, that any person in possession of Client's account information or access codes has the authority to access Client's



account or the Cloud Services, or modify Client's account. Client must immediately notify Arete Solutions in writing of any unauthorized use of such information or codes.

Section 3. Fees and Invoicing

3.1 Fees. Client shall pay Arete Solutions the Fees identified in the Order. In addition, Arete Solutions reserves the right to make adjustments to pricing for reasons including, but not limited to, changing market conditions, discontinuation, unavailability, Service Provider price changes based on general partner/distributor program changes and errors in advertisements.

3.2 Invoicing/Payment. Charges for the Cloud Services will commence from the date the Cloud Services are made available by Service Provider to Client and are non-refundable. Fees include: (a) recurring charges for that calendar month or other mutually-agreed-upon billing period; and (b) non-recurring set up and other one-off charges (including but not limited to domain set-up charges), if any, for that calendar month or other mutually-agreed-upon billing period. Arete Solutions will invoice Client the Fees in accordance with the frequency indicated in the Order. Client must pay all invoices in full within 30 days of the invoice date. To apply for credit in connection with such purchase, Client must establish an account with Arete Solutions. Client agrees to promptly: (i) provide certain accurate, current and complete information as reasonably



required by Arete Solutions to process credit application or Order, or by Service Provider to provision the Cloud Services or provide technical support ; and (ii) maintain and update such information to keep it accurate, current and complete, including but not limited to, changes to Client's billing address or e-mail address, the names of its authorized personnel, or changes in applicable credit-card information (including, without limitation, any expiration or cancellation of the credit card). If Client has selected to use a credit card as its method of payment, then Client authorizes Arete Solutions to charge that credit card for such Fees until Cloud Services are terminated in accordance with these Terms of Sale. Client is responsible for Arete Solutions's costs of collection for any payment default, including, but not limited to, court costs, filing fees and attorneys' fees. In addition, if payments are not received as described herein, Arete Solutions reserves the right to suspend further deliveries until payment is received.

3.3. Usage Based Billing. Upon execution of this Order, the parties agree that all future increases in quantities used, enabled or consumed for existing purchased Cloud Services will be invoiced on an actual use basis. If new Cloud Services or features are procured, Client will need to execute a Project Change Request Form for any such net-new Cloud Services.

3.4 Taxes. Fees or prices expressed in the Order exclude taxes of any kind. Federal, state and local sales, use and excise taxes and all similar taxes and duties,



(excluding taxes based on Arete Solutions's income, assets or net worth), are solely Client's responsibility. Client may provide Arete Solutions a tax exemption certificate, which will be subject to review and acceptance by Arete Solutions.

3.5 Cloud Service Credits. Unless otherwise provided by Service Provider and to the extent that a Cloud Service credit is due to Client in accordance with the Service Provider Terms, the Parties agree that any credit due will be credited by Arete Solutions to Client's account within a reasonable time after Arete Solutions's receipt the corresponding credit amount from Service Provider following Service Provider's verification of Client's claim. Client expressly acknowledges and agrees that Arete Solutions is not obligated to provide any Cloud Service credit if Service Provider is unable to verify, or otherwise rejects, Client's claim for any reason or if Service Provider fails to provide the Cloud Service credit for any reason even if it has verified Client's claim. ANY CREDITS OR TERMINATION RIGHTS DESCRIBED UNDER THE SLA SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF CLIENT IN CONNECTION WITH ANY UNAVAILABILITY OF THE CLOUD SERVICES OR BREACH OF THE SLA.

Section 4. Term; Termination/Suspension Rights; Effect

4.1 Order Term. Unless earlier terminated in accordance with this Section, the initial term of Client's subscription of Cloud Services shall commence on the later of (i) the



Effective Date, or (ii) the date the Cloud Services are made available to Client by the Service Provider as notified by the Service Provider to Arete Solutions, (“Initial Term”, which is coterminous with the Initial Subscription Period identified on the Order). Upon expiration of the Initial Term, Client’s subscription of Cloud Services will automatically renew for additional, successive terms (each a “Renewal Term”) unless Client or Arete Solutions provides notice of non-renewal in accordance with Section 5.7(b) (Notices – Routine). Notice of non-renewal for a monthly Subscription Period must be given at least 30 days prior to the end of the then-current Subscription Period. Notice of non-renewal for a Subscription Period of greater than 1 month must be given at least 45 days prior to the end of the then-current Subscription Period.

4.2 Termination Rights

For Cause.

By Arete Solutions. Without prejudice to any other rights to which it may be entitled, Arete Solutions may terminate the Order, in whole or in part, with immediate effect, if Client materially breaches these Terms of Sale and fails to remedy that breach within 30 days of receipt of Arete Solutions’s written notice of such breach. A material breach, includes but is not limited to: (i) Client’s failure to pay Fees when due, (ii) rejection, for any reason, of any charges for Fees using a credit card provided by Client, or (iii) Client’s breach of Section 5.1 (Compliance With Laws). In addition, If Service Provider terminates any part or all of the Cloud Services in connection with any “Use Issues” as



defined in this paragraph, Client shall be deemed to have been in material breach of the Order. "Use Issues" means Client's misuse of Cloud Services in violation of the Order, the Service Provider Terms or Other Related Terms, or due to any other act or omission of Client. Notwithstanding anything to the contrary in this paragraph, if Service Provider terminates any part or all of the Cloud Services in connection with any Use Issues, Arete Solutions may terminate the Order, in whole or in part, upon written notice with immediate effect unless indicated otherwise in such notice.

By Client. Client may terminate the Order if Arete Solutions materially breaches these Terms of Sale and fails to remedy that breach within 30 days after receipt of Client's written notice of such breach. Arete Solutions shall not be deemed in default if Service Provider withholds provision of Cloud Services or suspends or terminates Client's access to, or use of, Cloud Services, or any part thereof, as allowed under this Section 4. Any such action by Service Provider does not give Client the right to terminate the Order.

For Convenience. Once Cloud Services are provisioned (made available for use by Client), an Order may not be terminated or suspended by Client for convenience. The Order will automatically terminate with immediate effect, without any liability for such termination, upon written notice to Client if Service Provider terminates its agreement with Arete Solutions to resell Cloud Services. In addition, if the Order is entered into by Arete Solutions and Client before Service Provider agrees to provide the applicable Cloud Services to Client, and if Service Provider then refuses to provision such Cloud



Services for any reason, Arete Solutions may immediately terminate the Order, without any liability for such termination, upon written notice to Client.

4.3 Service Provider Suspension/Termination Rights. The provision of the Cloud Services may be withheld or the Cloud Services may be suspended or terminated, in whole or in part, by Service Provider, (a) should Client use the Cloud Services in violation of the Service Provider Terms, or any Other Cloud Service-Related Terms, if applicable; or (b) under circumstances described in the Service Provider Terms. Any such action by Service Provider does not give Client the right to terminate the Order. Fees will continue to accrue for the duration of any withholding or suspension of the Cloud Services, or any part thereof based upon the Subscription Period. Client shall be responsible to pay for such Fees in accordance with the Order. If Service Provider charges Arete Solutions for any remedial work that becomes necessary as a direct result of any Use Issues, Arete Solutions shall charge Client and Client will pay Arete Solutions such charges within 30 days of Arete Solutions's invoice date. In addition, if any Cloud Services disconnection or suspension pursuant to this subsection results in the requirement of a reasonable reinstatement fee or if Service Provider suspends any Cloud Services due to Client's acts or omissions and requires an increase in the fees payable by Arete Solutions to Services Provider as a prerequisite for Service Provider to resume making the Cloud Services available for Client, Client agrees to pay such additional fees as invoiced by Arete Solutions.



Client may have certain rights to terminate Cloud Services but only as expressly provided under the Service Provider Terms; provided, however, that Client must first be in compliance with all applicable termination-related processes and other requirements set forth in the Service Provider Terms. Client must provide Arete Solutions prior written notice of Client's election to exercise such termination rights, and any such election shall be exercised in accordance with the applicable Service Provider Terms and subject to Service Provider's approval.

4.4 Effect of Termination. Termination or expiration of the Order shall not relieve either party of its rights or obligations incurred prior to termination or expiration that by their nature or term survive, including any and all payment due under the Order.

Payment upon Breach. If all or part of the Order is terminated by Arete Solutions for cause, Client shall pay Arete Solutions the Fees that would be due for the remainder of the unexpired Subscription Period and any Fees for Cloud Services performed prior to termination. All such fees shall become immediately due and payable upon any such termination.

Provision of Cloud Services after Client's Termination. Notwithstanding anything to the contrary in this Section, if despite Client's election of termination, or any notice to terminate Cloud Services or any part thereof, Client: (i) requests the continued delivery of the Cloud Services (or part thereof) after the intended termination effective date indicated in Client's written notice, or (ii) otherwise continues to have access to and use



such Cloud Services after the intended termination date, then, even if such request or access and use is temporary, to the extent Service Provider invoices Arete Solutions for the provision of such Cloud Services to Client, Client shall pay Arete Solutions the Fees. These Terms of Sale and the Service Provider Terms will survive and govern Client's purchase and use of Cloud Services, respectively, until the Cloud Services are terminated by Service Provider.

Section 5. Additional terms and conditions

5.1 Compliance with Laws. Client shall comply with, and agrees that it is its responsibility to adhere to, all applicable law in connection with Client's use of the Cloud Services. Cloud Services may also be subject to export regulations. Client acknowledges this possibility and accepts full responsibility for and agrees to comply fully with applicable law and all export regulations, including obtaining export licenses. Client represents and warrants that no technical data will be exported under the Order except in compliance with all requirements of the International Traffic in Arms Regulations (ITAR) and Export Administration Regulations (EAR). Client shall be solely responsible for any claims, losses, costs, liability and charges, including reasonable legal fees, incurred by Arete Solutions as a result of Client's breach of this provision.

5.2 Warranty Disclaimer. ARETE SOLUTIONS PROVIDES NO WARRANTY IN CONNECTION WITH THE CLOUD SERVICES, ANY TECHNICAL SUPPORT



PROVIDED BY SERVICE PROVIDER IN CONNECTION WITH THE CLOUD SERVICES, OR ANY SERVICE PROVIDER FACILITIES. THE CLOUD SERVICES AND ANY TECHNICAL SUPPORT PROVIDED BY SERVICE PROVIDER ARE SOLD OR OTHERWISE PROVIDED BY ARETE SOLUTIONS TO CLIENT "AS IS" AND SERVICE PROVIDER FACILITIES UTILIZED ARE WITHOUT WARRANTY OF ANY KIND FROM ARETE SOLUTIONS, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, LAW, USAGE, OR TRADE PRACTICE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY CLIENT FROM ARETE SOLUTIONS (INCLUDING, WITHOUT LIMITATION, ITS SALES REPRESENTATIVES), OR FROM ARETE SOLUTIONS'S OR SERVICE PROVIDER'S WEBSITE, WILL CREATE ANY WARRANTY BY ARETE SOLUTIONS NOT EXPRESSLY STATED IN THESE TERMS OF SALE .

5.3 Confidentiality. "Confidential Information" means any non-public information, including but not limited to, intellectual property, pricing, customer lists, personally identifiable health information, financial information, access codes provided in connection with the Cloud Services, sales and marketing plans of the other party, its affiliates, or its customers, service providers, contractors, or licensors (collectively, "Vendors"). Each party ("Receiving Party") will maintain in confidence and safeguard



any Confidential Information disclosed to it by the other party (“Disclosing Party”). Each party must use the same degree of care in protecting and preserving Confidential Information as it uses to protect its own similar confidential and proprietary information, but shall never use less than what would be a reasonable standard of care. If Client is a federal or state governmental entity, then Client agrees on behalf of the other agencies of the federal or state government who may benefit from the Cloud Services that such agencies shall be subject to the same obligations of confidentiality as set forth in these Terms of Sale. Each party agrees to use any Confidential Information only for the purpose of conducting business with each other in the manner contemplated by the Order and restrict disclosure to only those personnel who have a need to know. Each party will bind such personnel to obligations of confidentiality to the same extent it is bound by these Terms of Sale. The obligations under this paragraph do not apply to information that: (i) is or becomes generally known or in the public domain through no act or omission of the other party; (ii) was lawfully in a party’s possession without restriction as to use or disclosure before its receipt from the other party; (iii) is received from, or was made available to, a third party without any obligation of confidentiality; (iv) was independently developed by the party; (v) is otherwise permitted to be disclosed under the Order; or (vi) is disclosed with the prior written consent of the disclosing party. Client agrees Arete Solutions may disclose Client’s Confidential Information to Service Provider as reasonably necessary for, or requested by, Service Provider to provide the Cloud Services or any technical support related to the Cloud Services. If a Receiving



Party is required to provide Confidential Information to any court, government agency or party pursuant to a written court order, subpoena, regulation or process of law, the recipient must first promptly notify the disclosing party so that the Disclosing Party may have a reasonable opportunity to seek a protective order or other appropriate remedy from the proper authority. Each party agrees that in the event of a breach or threatened breach of any provisions within this paragraph, the Disclosing Party is entitled to seek specific performance and injunctive or other equitable relief as a remedy for such breach or anticipated breach. Any such relief is in addition to, and not in lieu of any other remedies available, including, without limitation, monetary damages.

5.4 Indemnification. Client shall defend and indemnify Arete Solutions for, from, and against any losses, damages, penalties, costs, and expenses, including, without limitation, reasonable attorney fees incurred by Arete Solutions in connection with any claims or actions by Service Provider or other third parties arising out of or resulting from (i) Client Data passing through the Cloud Services and/or Service Provider's network to or from the Client, (ii) unauthorized or misuse of Cloud Services by Client, its employees or agents (excluding any claims that the Cloud Services, as provided by Service Provider, infringe third-party intellectual property rights), (iii) Client's failure to comply with applicable law, (iv) Client's failure to pay Arete Solutions for the full Term, regardless of Service Provider performance issues, and/or (v) Client's failure to comply with these Terms of Sale.



5.5 Limitation of Liability.

Direct Damages Limitation. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND SUBJECT TO THE SUBSECTION PARAGRAPH BELOW TITLED "INDIRECT/SPECIAL DAMAGES," ARETE SOLUTIONS'S MAXIMUM LIABILITY TO CLIENT FOR DAMAGES ARISING IN ANY WAY OUT OF THE ORDER IS LIMITED TO PROVEN DIRECT DAMAGES, NOT TO EXCEED THE AMOUNT PAID BY CLIENT TO ARETE SOLUTIONS FOR THE CLOUD SERVICES PROVIDED TO CLIENT DURING THE SUBSCRIPTION PERIOD IN WHICH THE EVENT CAUSING SUCH LIABILITY OCCURRED. UNDER NO CIRCUMSTANCES WILL ARETE SOLUTIONS'S AGGREGATE MAXIMUM LIABILITY TO CLIENT FOR DAMAGES IN RELATION TO OR ARISING FROM THE ORDER OR THE SUPPLY OF CLOUD SERVICES EXCEED THE TOTAL AMOUNT PAID BY CLIENT TO ARETE SOLUTIONS FOR THE CLOUD SERVICES UNDER THE ORDER DURING THE PRECEDING TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

Indirect/Special Damages. EXCEPT FOR FRAUD AND CLIENT'S OBLIGATIONS UNDER THE SUBSECTION TITLED "INDEMNIFICATION," NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, NOR DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION AND THE LIKE, ARISING IN



ANY WAY OUT OF THE ORDER, ANY OF THE DOCUMENTS REFERENCED IN THE ORDER (OR ANY ADDENDA OR AMENDMENT THERETO), OR THE USE OF OR INABILITY TO USE ANY CLOUD SERVICES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Limitations - Applicability. BOTH PARTIES UNDERSTAND AND AGREE THAT THE LIMITATIONS OF LIABILITIES FOR EACH PARTY SET FORTH IN THESE TERMS OF SALE ARE REASONABLE AND THEY WOULD NOT HAVE ENTERED INTO THE ORDER WITHOUT SUCH LIMITATIONS. FURTHER, EACH PARTY AGREES THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE ORDER MUST BE FILED WITHIN 1 YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE.

5.6 Force Majeure. Except for the obligation to make timely payments, neither party will be liable for any failure or delay in the performance of the obligations under these Terms of Sale due to circumstances beyond its reasonable control, including but not limited to acts of nature, acts of government in either its sovereign or contractual capacity, national emergencies, acts of terrorism, transportation delays, labor disturbances, work stoppages or loss of electrical power; loss of telecommunications or similar infrastructure. If Service Provider has been hindered or prevented by any cause beyond its reasonable control including, without limitation, the events described in this paragraph, then Arete Solutions shall not be liable for Service Provider's delay or failure in providing the Cloud Services to Client.



5.7 Notices.

Required. Except as otherwise provided herein, any notice required to be given under these Terms of Sale must be in writing, in English, and addressed to the Parties at the addresses listed later in this subsection paragraph. Such notice is considered received: (i) when personally delivered; (ii) one business day after having been sent by overnight mail via a professional carrier; (iii) when sent by fax or electronic mail, receipt confirmed by the applicable method of transmittal; or (iv) if sent by certified or registered mail, within 5 business days of deposit in the mail.

Notices to Arete Solutions shall be addressed to: Arete Solutions, 244 2nd Ave North, St Petersburg, FL 33701. Legal notices to Arete Solutions must be sent with a separate copy to the same address, Attention Legal Department.

Notices to Client shall be addressed to the mailing address on file with Arete Solutions or as shown on public records.

Routine. Routine communications, including subscription non-renewal notifications and other notices by either party to the other in the normal course of ordering or provisioning Cloud Services, are properly given when: (i) provided in accordance with paragraph (a) of this subsection; or (ii) sent by e-mail, receipt confirmed and addressed to the receiving party at the addresses described in this subsection paragraph, as evidenced by the computer records or any archival copy thereof kept in the ordinary course of



business by the sender. Routine communications provided by e-mail shall be submitted as follows:

If to Arete Solutions, then to [cloud@Arete Solutions.com](mailto:cloud@AreteSolutions.com);

If to Client, then to Client's e-mail address on file with Arete Solutions.

Routine communications will be deemed received if sender sends it before 5:00 p.m.

Mountain Standard Time on the receiving party's business day, it is effective on the date sent by sender; otherwise it will be effective on the receiving party's next business day.

5.8 Miscellaneous. If any part of these Terms of Sale is, for any reason, found to be invalid, illegal, or unenforceable, all other parts of the Order will remain in effect. Arete Solutions may, at its sole option, revise the Terms of Sale from time to time and post the revised terms on its website. Neither party may assign its duties or rights under the Order, whether by operation of law or otherwise, except with the other party's prior written consent; provided that Arete Solutions will have the right to assign the Order to an affiliate or corporate successor. A delay or failure to exercise or partially exercise any right under these Terms of Sale does not operate as a waiver, nor will it preclude future exercise of that right or permit, or sanction any subsequent breach of any term or condition.



5.9 Governing Law and Venue. The Order shall be governed by the substantive laws of the State of Florida without giving effect to any choice of law rules. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Order. Both parties specifically agree to submit to the exclusive jurisdiction of, and venue in, the federal and state courts in Pinellas County, Florida in any dispute arising out of or relating to this Order. Notwithstanding the foregoing, in the event of a conflict between these Terms of Sale and the Service Provider Terms or Other Related Terms, the governing law provision within the Service Provider Terms or Other Related Terms shall govern the use of Cloud Services by Client.

5.10 No Third Party Beneficiary. No provisions of these Terms of Sale are intended or shall be construed to confer upon or give to any person or entity other than Arete Solutions and Client any rights, remedies or other benefits with respect to the Terms of Sale under the Order.

5.11 Entire Agreement. These Terms of Sale including any Special Terms Addendum and attachments thereto, are the entire agreement between the parties with respect to Client's purchase of Cloud Services from Arete Solutions under this Order and supersedes and replaces any previous communications, representations or agreements, oral or written. Any different or additional terms and conditions provided by



Client to Arete Solutions are considered material alterations to this Order, expressly rejected and will not be binding upon Arete Solutions.