

CONTRACT NUMBER DIR-TSO-4146
Appendix E, SERVICES AGREEMENT

This Services Agreement ("Agreement") is entered into as of _____, 2015, ("Effective Date"), by and between CloudHesive LLC, located at 1451 West Cypress Creek Road, Suite 201, Fort Lauderdale, Florida 33309 ("CloudHesive") and <CustomerLegal Name> located at <CustomerAddress> ("Client"). The parties agree as follows:

1. ENGAGEMENT; SCOPE OF SERVICES.

a. Subject to the terms and conditions of DIR Contract Number DIR-TSO-4146 and this Agreement, Customer is engaging CloudHesive and CloudHesive agrees to provide certain services to Customer, generally described in the Statement of Work attached hereto as Exhibit A.

b. CloudHesive and Customer may agree on additional statements of work, each of which will (i) describe the Services to be performed and the compensation to be paid therefor, including approved reimbursable costs and expenses, if any; (ii) reference this Agreement; and (iii) be signed by both parties (each a "Statement of Work" or "SOW"). Each Statement of Work entered into under this Agreement will be deemed to incorporate all of the terms and conditions of DIR Contract Number DIR-TSO-4146 and this Agreement as if fully set forth in the Statement of Work and will constitute a separate and independent agreement.

c. Either party may propose a change order to add to, reduce or change the Services in a Statement of Work ("Change Order"). Each Change Order will specify the change(s) to the Services, and the effect, if any, on the schedule and on CloudHesive's compensation. CloudHesive will not implement a Change Order until it is executed by both parties.

d. If the parties intend a provision in a Statement of Work to take precedence over a provision in the body of this Agreement, the Statement of Work must cross-reference the provision in the body of this Agreement which the Statement of Work intends to override. Otherwise, if there is a conflict between any term in this Agreement and in a Statement of Work, the term in DIR-TSO-4146 shall take precedence and if the term is not addressed in DIR-TSO-4146 then the body of the Agreement will take precedence. None of the terms in either party's preprinted purchase order forms or the like will apply, and the parties hereby reject any such terms unless such form is clearly and conspicuously labeled as an "AMENDMENT TO AGREEMENT" and executed in the manner required by DIR-TSO-4146 as an amendment to this Agreement.

2. PAYMENT.

a. In consideration of the Services performed, Customer will pay CloudHesive the compensation specified in the Customer's Purchase Order in accordance with any applicable Statement of Work. All fees shall be in accordance with Appendix C to DIR Contract Number DIR-TSO-4146 and Appendix A, Section 7 Pricing, Purchase Orders, Invoices and Payment of DIR Contract Number DIR-TSO-4146 and the Customer's Purchase Order

b. Customer will not reimburse CloudHesive for travel or other expenses unless authorized in a Statement of Work, and such expenses shall be consistent with the Customer's travel and expense policy, which shall be provided to CloudHesive. Any travel expenses and reimbursement shall be handled in accordance with Appendix A, Section F, Travel Expense Reimbursement of DIR Contract Number DIR-TSO-4146

c. CloudHesive will submit to Customer monthly (or for the period and payment terms stated in the SOW) invoices itemizing all fees, and any Client-approved reimbursable costs or expenses incurred by CloudHesive during the prior month, along with reasonable supporting documentation. All fees and payment shall be in accordance with Appendix A, Section 7 Pricing, Purchase Orders, Invoices and Payment of DIR Contract Number DIR-TSO-4146.

d. Customer will pay any applicable sales, service, value-added, use, consumption or other similar taxes imposed upon the Services, which amounts shall be added to each invoice.

3. TERM AND TERMINATION.

a. This Agreement will continue in full force for the term specified in Section 2 of DIR Contract Number DIR-TSO-4146 and the Customer's Purchase Order or such longer period as necessary to complete any Statement of Work entered into during such term.

b. All terminations shall be handled in accordance with Appendix A, Section 10. B. Termination of DIR Contract Number DIR-TSO-4146.

c. .

d. Upon expiration or any termination of this Agreement or all or any part of an Statement of Work, in any manner specified above: (i) each party will promptly return to the other party any data, documents, information, records or other materials in the possession of the first party that belongs to the second party subject to requirement of Appendix A, Section 8. C. Records and Audit of DIR-TSO-4146 and any other applicable records retention statutes, and (ii) Customer will not be obligated to pay for any Services performed by CloudHesive after the expiration or termination of this Agreement.

e. CloudHesive will refund to Client, any fees Customer has paid for services that can no longer be fulfilled as a result of the expiration or termination of this agreement. This includes any fees paid by CloudHesive to third party vendors or suppliers on the Client's behalf for any and all services contracted by CloudHesive to fulfill their MSA with Client.

4. **INTELLECTUAL PROPERTY OWNERSHIP; OPEN SOURCE.**

a. All Intellectual Property Matters will be handled in accordance with Appendix A, Section 4. Intellectual Property Matters of DIR Contract Number DIR-TSO-4146.

b. .

5. **CONFIDENTIAL INFORMATION; PUBLICITY; ACCESS TO CLIENT'S COMPUTER RESOURCES.**

a. "Confidential Information" includes information related to a party's products; services; software; hardware; manufacturing, distribution and test equipment, and their specifications, arrangement and positioning; computer and other systems; data; techniques; processes; methodologies; know how; products under manufacture by or for or services to be provided by such party; specifications; property; drawings; schematics; diagrams; dimensions; prints; reprints; information; business and financial information; equipment supplier, customer and vendor names and lists; and pricing and sales information; regardless of the form (tangible or otherwise, including, oral, visual, written and electronic) in which any of such information was provided.

b. Subject to provision of Appendix A, Section X, H Confidentiality of DIR Contract Number DIR-TSO-4146, the party receiving Confidential Information ("receiving party") from the party disclosing its Confidential Information ("disclosing party") agrees to restrict disclosure of the disclosing party's Confidential Information to those persons involved with the performance of this Agreement who have a "need to know." The receiving party and any persons involved in the performance of this Agreement on the receiving party's behalf: (i) will maintain the confidentiality of the disclosing party's Confidential Information; (ii) will not disclose such Confidential Information to any third party; and (iii) will only use such Confidential Information for purposes of performing this Agreement except as required by the Texas Public Information Act. The receiving party agrees to handle the other party's Confidential Information with the same degree of care that the receiving party applies to its own Confidential Information of similar type, but in no event less than reasonable care.

c. The obligation to protect the disclosing party's Confidential Information and the liability for unauthorized disclosure or use of such Information will not apply with respect to Confidential Information that: (1) is independently developed by the receiving party without the use of the disclosing party's Confidential Information; (2) is known, or that becomes known to the general public without breach of this Agreement; (3) was known to the receiving party without confidential limitation at the time of disclosure by the disclosing party, as evidenced by documentation in the receiving party's possession; (4) is approved for release by written authorization of the disclosing party, but only to the extent of and subject to such conditions as may be imposed in such written authorization; (5) is disclosed in response to a valid order to a court, regulatory agents, or other governmental body in the United States or any political subdivision thereof, but only to the extent and for the purposes stated in such order; provided, however, that the receiving party will first notify the disclosing party in writing of the order and cooperate with the disclosing party if it desires to seek an appropriate protective order; or (6) is received rightfully and without restriction from a third party.

d. Each party agrees to keep confidential the existence and terms of this Agreement and that the parties are meeting or exchanging Confidential Information. Each party agrees that each person involved in the performance of this Agreement on behalf of a party hereto will be made aware of and will agree in writing to the confidentiality obligations contained in this Agreement. No press releases or other publicity regarding this Agreement may be issued without both party's prior written consent, which shall not be withheld unreasonably.

e. Upon termination of this Agreement or at the disclosing party's request (whichever occurs first), Confidential Information transmitted in record-bearing media or other tangible form including electronic form, and any copies accessible by or to the receiving party, will be either returned to the disclosing party or destroyed with such destruction certified in writing by the receiving party except as required by Appendix A, Section 8. C. Records and Audit of DIR-TSO-4146 and any other applicable records retention statutes.

f. The foregoing provisions are not intended to override or supersede any currently-effective non-disclosure agreement between the parties ("NDA"). As between the NDA and Section 5 of this Agreement, the provisions that provide that most protection shall apply.

6. **TRADEMARKS**. Neither party will have the right under this Agreement to use the name, trademarks, or trade names of the other, unless prior written approval has first been obtained. Each party acknowledges and agrees that all trademarks, service marks, and trade names used by the other party are the sole property of such other party. Customer agrees that CloudHesive can utilize the customer logos and information for the use in case studies, web presence, and as a reference for other potential customer references.

7. **WARRANTY; INDEMNITY**.

a. CloudHesive warrants that the Services will be performed in a professional and workmanlike manner and will conform to the requirements specified in the applicable Statement of Work.

b. CLOUDHESIVE DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLOUDHESIVE DOES NOT WARRANT THAT ALL ERRORS OR DEFECTS WILL BE ELIMINATED FROM THE SERVICE OR THE OPERATION OF SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE

8. **NOTICES**. All notices, demands, requests or other communications that are given by one party to the other party under this Agreement will be in writing and sent in a manner that confirms delivery, addressed to the respective party's address as first indicated above. Each party may designate by notice in writing a new address to which any future notices relating to this Agreement may be delivered. Documents delivered by hand will be deemed to have been received upon delivery; documents delivered by facsimile will be deemed to have been received when the answerback is received; documents delivered by courier will be deemed to have been received upon receipt or at the time as delivery is refused by the addressee upon presentation.

9. **INDEPENDENT ENTITIES**. Neither party is or will be considered to be the agent of the other party for any purposes. A party has no authorization to enter into any contracts, assume any obligations or make any warranties or representations on behalf of the other party. This Agreement will not constitute, create, or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

10. **GOVERNING LAW**. The validity, interpretation and/or enforcement of this Agreement will be governed by and construed according to the laws of the State of Texas, without reference to its conflicts of laws doctrine. Exclusive venue for all actions will be in state court, Travis County, Texas. Nothing in the Contract or its Appendices shall be construed to waive the State's sovereign immunity.

11. **DISPUTES**. All Disputes shall be handled in accordance with Appendix A, Section 10, A. Enforcement of Contract and Dispute Resolution of DIR Contract Number DIR-TSO-4146.

12. **LIMITATION OF LIABILITY**. LIMITATION OF LIABILITY SHALL BE HANDLED IN ACCORDANCE WITH APPENDIX A, SECTION 9. K. LIMITATION OF LIABILITY OF DIR CONTRACT NUMBER DIR-TSO-4146. -

13. **FORCE MAJEURE**. Force Majeure shall be handled in accordance with Appendix A, Section 10, C. Force Majeure of DIR Contract Number DIR-TSO-4146.

14. **MISCELLANEOUS**.

a. No revision or modification of this Agreement or any Statement of Work will be effective unless it is in writing and signed by all parties.

b. The representations, warranties, indemnities, obligations regarding confidentiality, and any other responsibility or obligation which, by its nature or context, are intended to survive termination of this Agreement will survive.

c. Neither party will export any software or technical data without the appropriate US export license or other appropriate export authorization that may be required by any government agency.

d. The failure to insist upon the strict performance of any provision of this Agreement or to exercise any right granted under this Agreement, will not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of CloudHesive and Customer with respect to such future performance will continue in full force and effect.

e. This Agreement and all of its provisions will inure to the benefit of and become binding upon the parties and its successors and permitted assigns.

f. All provisions of this Agreement are deemed to be separate and distinct covenants. In case any provision of this Agreement will be held invalid, illegal or unenforceable, the remaining provisions of this Agreement will not in any way be affected or impaired. The parties agree that if any provision is determined by any court to be invalid or unenforceable by reason of such provision extending for too great a period of time or over too broad a scope, then such provision will be interpreted to extend over the maximum period of time and the maximum scope that such court determines to be valid and enforceable.

g. Each party signing this Agreement represents that it has all necessary rights and authority to enter into this Agreement and to bind the parties as provided.

h. DIR Contract Number DIR-TSO-4146 and all appendices thereto, this Agreement and each Statement of Work which becomes attached to and made a part of this Agreement, constitute the final expression of the agreement of the parties; it is intended as a complete and exclusive statement of the terms of their agreement with respect to the subject matter of such Statement of Work, and it supersedes all prior and concurrent promises, representations, negotiations, discussions, and agreements that may have been made in connection with such subject matter.

Each party agrees to and accepts this Agreement and has executed it in duplicate as of the Effective Date.

CLOUDHESIVE LLC

Signature

Jim Walker
Printed/Typed Name

CEO
Officer's Title

<Customer Legal Name>

Signature

Printed/Typed Name

Officer's Title

**Contract DIR-TSO-4146
Appendix E, Exhibit A
CloudHesive Managed Services - Statement of Work
SOW-<Date>-<Cust>-01**

This CloudHesive Statement of Work (the "SOW"), dated _____, 2017 (the "Effective Date"), is subject to the terms and conditions of the DIR Contract Number DIR-TSO-4146 and Services Agreement (the "Agreement") between <Customer Name> located at <Address > ("Customer") and CloudHesive LLC located at 1451 West Cypress Creek Road, Suite 201, Fort Lauderdale Florida ("CloudHesive"). Where there is a conflict between this SOW and the Agreement, this SOW will govern. The terms defined on Exhibit 1 will apply to this SOW.

Customer desires to receive a subscription to CloudHesive's Managed Service offering (the "Subscription") to migrate and manage their production application on Amazon Web Services (AWS) - GovCloud.

1. Description of the Subscription:

During the Term specified below, CloudHesive will provide Customer the following Managed Services for the Production environments.

Services included:

Service	Description	Environments	Quantity
Managed Services	<ul style="list-style-type: none"> <Services> 	<Environment>	<Detail>

2. Usage Rights. Customer may use the Subscription for legal purposes to operate the customer's environment product and lines of service to its customers.

Implementation of the licenses by CloudHesive will be used for legal purposes to operate the customer's environment product and lines of service to its customers.

3. Term:

The initial term of this SOW will be <XX> months, beginning on the Effective Date (the "Initial Term"). Any renewals shall be per the Customer's purchase order or agreed to in writing by the Parties.

4. Subscription Fees and Payment SOW.

- a. The Customer commits to pay <\$XXXX.XX> a month which is itemized in EXHIBIT 5.
- b. Fees shall be in accordance with Appendix C to DIR Contract Number DIR-TSO-4146 and Appendix A, Section 7 Pricing, Purchase Orders, Invoices and Payment of DIR Contract Number DIR-TSO-4146 and the Customer's Purchase Order and will be for the term in Section 3 of Managed Services minus any service credits given.
- c. All fees and payment shall be in accordance with Appendix A, Section 7 Pricing, Purchase Orders, Invoices and Payment of DIR Contract Number DIR-TSO-4146.
- d.
- e. CloudHesive is not liable for shifting priorities on the customer side that may affect deadlines and compensation will not fluctuate due to the customers shifting priorities.
- f. Any travel expenses and reimbursement shall be handled in accordance with Appendix A, Section F, Travel Expense Reimbursement of DIR Contract Number DIR-TSO-4146.
- g. This special pricing in this SOW will remain valid only if both parties sign this SOW by <Date>, 2017.

5. CloudHesive Responsibilities. CloudHesive

- a. SLA's are defined in Exhibit 2.
 - b. Adhere to industry standard best practices with regards to environment management based on the vendors patching recommendations. Patch Management for the Citrix environment will be reviewed quarterly, and all patches must be tested and approved by the customer prior to deployment. If patches are installed per the customers requested that have not been tested, then CloudHesive cannot be held responsible for outages and they will not count towards SLAs or service credits.
 - c. The Customer will provide a test environment for patch testing. If a testing environment is not provided, then CloudHesive cannot be held liable for outages and any outages will not count against the SLAs or service credits.
 - d. Provide the Subscription in accordance with all applicable laws and government regulations.
 - e. Provide Support as outlined in Exhibit 2.
 - f. Document the client's AWS account number under CloudHesive on the AWS partner portal.
 - g. Support for the environment and platform will include:
 - a. <Details of Services>
6. Customer Responsibilities. Customer will:
- a. Provide access to CloudHesive to install and manage their tools deployed on the AWS environment
 - b. Be responsible for having a central point of contact to manage any projects between CloudHesive and the customer.
 - c. Manage backend infrastructure vendor expenses for infrastructure services, specifically for Amazon Web Services that are required for the fulfillment of this subscription.
 - d. Be responsible for meeting agreed upon deadlines from the customer's side, CloudHesive is not liable for shifting priorities on the customer's side that may affect deadlines and compensation will not fluctuate due to the customer's shifting priorities.
 - e. Be responsible for accuracy, quality, integrity, security and legality of Customer's environment, application, content, and data.
 - f. Use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription and notify CloudHesive promptly of any such unauthorized access or use.
 - g. Be responsible for the costs of any other software (e.g., application server, database) or services not included in this agreement.
 - h. Bear sole responsibility for the uptime, security and protection of its applications, data, and environments.
 - i. The customer is responsible for managing their AWS expenses and understanding how AWS charges for its services, the cost of the computing powering being used by the customer, turning off services when not utilized, putting internal controls in place to manage who can deploy AWS computing services, and payment of any AWS services purchased through AWS or the AWS marketplace.
7. Additional Purchase Options:
- a. Purchases of additional hosting capacity or services beyond what is in Section 1 must be approved in a written or email form an authorized senior executive.
 - b. Purchases of additional hosting capacity or services beyond what is in Section 1 will be exercised by sending a purchase order or written notice to CloudHesive based on the lower of the prices listed in 7a or a mutually agreed fee structure. If services are provided without written notice CloudHesive has the right to invoice the customer for these services. The term for any additional hosting capacity purchased will be co-terminus with the Term of this Managed Services Agreement. The fees will be prorated for the current month and added to the next month's invoice.
8. Outage of the Environment:
- a. CloudHesive will use commercially reasonable efforts to make the Service available within the production system SLA as outlined in Exhibit 2. In the event CloudHesive does not meet the uptime SLA outlined for any Service Month, Customer will be eligible to receive a Service Credit equal to 10% of the prorated monthly service fees for such Eligible Credit Period as described below.
 - b. It is understood by CloudHesive and the customer that if the customer decides to not architect their environment with redundancy (e.g. primary and backup database and fully redundant components) then CloudHesive cannot be held liable for uptime guarantees or required to meet any defined uptime SLA.
 - c. If systems are configured to be non-redundant then the customer understands that CloudHesive will work to get the environment back online but there will be downtime experienced.
 - d. If systems are configured to be redundant on the cloud provider (e.g. AWS) and CloudHesive does not meet the agreed SLA, CloudHesive will apply Service Credits against fees due under this SOW for Managed Services in future months. Service Credits will not entitle Customer to any refund for fees paid for Services, or for any credit against fees due for any other software or services provided by CloudHesive. Customer's sole and exclusive remedy for any Unavailability or failure to meet the SLA is the receipt of a Service Credit as described in this section. Any downtime that is the basis for a successful Service Credit claim cannot be the basis for a future claim. To receive a Service Credit, Customer must submit a written request to CloudHesive that includes the dates and times of each incident of Unavailability along with server request logs that document the errors and outage, within 30 days of the end of the Service Month in which the Unavailability occurred. If the Monthly Uptime Percentage of such request is confirmed by CloudHesive's to be less than 99.9% for the Service Month, then CloudHesive will issue the Service Credit to Customer within one billing cycle following the month in which the request occurred.
 - e. Degradation of services, the outage of a single component or application performance are not considered outages
 - f. Except as provided in DIR Contract Number DIR-TSO-4146, CloudHesive will have no liability for any damage, liabilities, or other losses that Customer may incur as a result of any suspension of access to the Subscription. CloudHesive will use reasonable efforts to provide customer email notice of any environment scheduled outages and updates regarding resumption of the environment following any such outage.
 - g. CloudHesive will not be liable for outages caused by proprietary application failures or degradation of services due to issues caused by the custom code written by the customer.
 - h. CloudHesive and the customer will decide on periodic maintenance windows.
 - i. CloudHesive also reserves the right to do emergency maintenance on the environment to better secure and support our customers.
 - j. SLAs will be listed in Exhibit 2.

9. Changes in the Terms of Use.
 - a. CloudHesive may amend these terms of service to comply with changes in applicable law and as deemed necessary by CloudHesive to ensure the security and performance of the service.
 - b. Amendments must be mutually agreed to in writing

10. Delivery and Acceptance. CloudHesive will send an E-Mail acknowledging the customer's service. The service will be accepted upon receipt of this E-Mail. This acceptance is not dependent on any remaining services, conditions or contingencies, and there are no other written or verbal agreements with respect to acceptance. For the duration of the Subscription, the Customer shall not be entitled to take possession of the Software or solutions licensed herein.

11. Other Terms.
 - a. DIR Contract Number DIR-TSO-4146 and any applicable Customer Purchase Order and this SOW and the Agreement constitute the entire understanding of the parties with respect to the Subscription to be provided under this SOW.

CLOUDHESIVE

CUSTOMER

Signature

Signature

Jim Walker

Name

Name

CEO

Title

Title

Date

Date

**EXHIBIT 1
DEFINITIONS**

The following definitions will apply:

“**AWS**” means Amazon Web Services cloud infrastructure

“**APM**” means application performance management software separate from the Standard monitoring tools

“**Application**” means an application managed and owned by the customer.

“**Application Encryption Agent**” means the application encryption agents as provided by Vormetric.

“**Availability**” means that the environment is up and available for normal use in a fully functioning or degraded start. The availability of the environment doesn't include other 3rd party components such as content networks (Akamai, CloudFlare), or components outside of CloudHesive's responsibility.

“**Dedicated DSM**” means a DSM that is deployed for the use of one customer. There are added costs and a customer requires (2) dedicated DSMs to make a fault tolerant DSM environment.

“**Degraded**” means that the system has one or more services that are not functioning properly, but the environment is available.

“**Development**” means the environment which is used to do custom development by the customer, is less secure, and not fault tolerant.

“**DSM**” means the virtual Data Security Manager provided by Vormetric that is deployed on a public cloud provider such as Amazon Web Services, Microsoft Azure, or IBM – Softlayer.

“**Encryption Agent**” means the data encryption agent as provided by Vormetric.

“**IDS**” means intrusion detection system

“**IOPS**” (Input/Output Operations Per Second) means the performance measurement used to benchmark computer storage devices as outlined on the cloud providers web site.

“**Managed Service**” means the Managed Service offering which includes the availability of key management server for dispersing encryption keys for encrypting data where the customer has deployed the encryption agents that have been licensed.

“**Non-Production**” means environments that are used for non-critical or non-revenue affecting services such as development or other non-critical usage.

“**Production**” means the computing environment that is outlined in the SOW listed as production systems.

“**Severity 1**” means complete outage of your security services.

“**Severity 2**” means partial outage or degradation of your security services in Production.

“**Severity 3**” means requests to modify your services (change a configuration, perform a restart, etc.). This includes non-critical bugs.

“**Severity 4**” means requests for information about your service (such as configuration details, logs, etc.) are being requested.

“**Shared DSM**” means a DSM that is deployed in a redundant manner and used to host multiple security domains for multiple or shared customers.

“**Standard Monitoring**” means monitoring of CPU, Memory and standard metrics using a non-APM tool

“**SLA Calculation**” = $((\text{total minutes in the current month} - \text{total minutes the system was completely unavailable for that month}) / \text{total minutes in the current month})$

“**Software**” means the software specified in this SOW.

“**SoftLayer**” means IBM cloud services that provide Infrastructure as a Service which the customer's application will be installed on.

“**Unavailable**” means the system is not accessible for all users.

**EXHIBIT 2
SUBSCRIPTION SUPPORT**

CloudHesive will provide Customer Subscription Support comprising of best efforts to Problem Resolution (“Support”). If necessary, CloudHesive will work with third party vendors included in the subscribed services if there is a perceived defect in their products.

Problem Resolution

Problem Resolution includes:

- Telephone Support: CloudHesive will accept calls from Customers’ designated contacts and work with the Customer to provide relief and/or a permanent solution.
- Customers designated contacts: Customer may change these contacts upon written notice to CloudHesive. Additional contacts may be added for an additional fee.

Managed Services:		
Help Desk Support Services:	<ul style="list-style-type: none"> • The Service Desk will provide a single point of contact for support of the Subscription. • The CloudHesive Service desk may be contacted by: <ul style="list-style-type: none"> ○ Calling (800) 860-2040 or ○ An emailing support@cloudhesive.com 	24 / 7 – with on call after hours support for Sev1 and Sev2 issues.
Up to specified number of “Defined Names” authorized to contact CloudHesive for Subscription Services	Up to 2 contact names	

CloudHesive is not responsible for errors caused by (a) non-CloudHesive’ software or hardware, (b) unauthorized modifications to the CloudHesive Software or configurations, (c) network outages or issues related to the customers environment (e.g. internet or firewall outages on the customer network) or (d) defects that cause performance issues in the customer’s application, database configuration including indexing or database maintenance, or web services.

Response SLAs

The SLAs for response to tickets as well as the maximum time to repair security services may have gone offline are listed below as well as the definition of our Severity levels:

Severity Level Classification	Problem Response Time	Problem Resolution Time (if infrastructure)
Severity 1 (Emergency)	15 minutes	4 hours
Severity 2 (Urgent)	1 hour	24 hours
Severity 3 (Service Requests)	4 hours	72 hours

Severity 4 (Information Request)	8 hours	5 business days
----------------------------------	---------	-----------------

- Sev 1 and Sev 2 times begin when contact is initiated by a Named User via phone.
- Unless otherwise specified requests to the Service Desk carry a Severity of 3.
- Resolution implies the implementation of a temporary workaround or permanent solution
- Severity 1 and Severity 2 issues will have a ticket opened through support@cloudhensive.com or our support portal at <https://support.cloudhensive.com>, and then the customer will place a phone call to the CloudHesive Service desk

Definition of Severity Levels:

Severity Level Classification	Definition
Severity 1 (Emergency)	Complete outage of your services in Production. (Transactions cannot flow from the firewall through the stack)
Severity 2 (Urgent)	Partial outage or degradation of your services in Production. (Traffic still flows but a percentage of users transactions are not able to flow through the stack)
Severity 3 (Service Requests)	Requests to modify your services (change a configuration, perform a restart, etc.).
Severity 4 (Information Request)	Information about your service (such as configuration details, logs, etc.) are being requested.

Upgrades

Due to the custom nature of the Customer's environment, Customer is responsible for the performance of this environment and may wish to upgrade the supporting software in this environment such as moving to a new database version, operating system, or application server. The customer can do this themselves or the customer may engage CloudHesive to assist with such the upgrading or installation. This would require separate fees and terms mutually agreed upon by the parties in a separate statement of work.

**EXHIBIT 3
SHARED DELIVERABLES**

CloudHesive will provide the customer support for the following deliverables:

- <Detailed Deliverables>

CloudHesive will provide the following reporting:

Operations: <Sample>

The Customer will have a direct login to the Application Performance Monitoring.

Monthly Reporting

- Report showing the logins to Citrix
- Monthly ticket report and status of tickets

Quarterly Reporting

- Patches which were installed

Event Reporting

- In a Severity 1 and 2 issues, a root cause analysis will be provided to the customer within 72 hours of the event. If an issue with the application causes an outage or a degradation of service, the customer will provide a copy of the root cause analysis that is supplied to their customers to CloudHesive.

**EXHIBIT 4
SERVICE LEVELS**

Not Applicable – not managing AWS and uptime

**EXHIBIT 5
ARCHITECTURE DETAILS**

- <Architecture Diagram>

**EXHIBIT 6
Pricing**

<Detailed Pricing>