

MASTER SERVICE AGREEMENT

This Master Service Agreement (“Agreement”) is entered into by and between [Client], (“Customer”) and Cloud Space, LLC, d/b/a/ CloudSpace USA, (“CloudSpace”) and is effective as of the [Document date] day of [Document date], [Document date] (“Effective Date”). Customer and CloudSpace may be referred to herein collectively as “the Parties” and each of them may be referred to herein as a “Party”.

In consideration of the mutual promises, conditions and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

SERVICES.

Services. The “Services” that are to be provided by CloudSpace shall be specified in one or more service orders (“Service Order”) which will detail specific terms of the Services to be provided (including but not limited to term, pricing, amount of service, type of service, etc.), as well as any special conditions regarding the Services. All Services are provided to Customer are on an “AS IS” basis without any representations or warranties except as expressly set forth in this Agreement or in the specific Service Order. Notwithstanding the above, CloudSpace does agree to provide all Services in a professional, good and workmanlike manner, in accordance with generally accepted industry standards, and in accordance with the specifications of the specific Service Order.

Service Provider Identity. Upon Customer’s written request, CloudSpace shall identify its third-party service providers.

Breach of Security. In the event of a material breach of security affecting the Customer Data, CloudSpace’s obligations are strictly limited to whatever action is legally required by law enforcement officers or by other government agencies under applicable laws.

Exclusive Use. The Services provided by CloudSpace are for the exclusive use of the Customer, its affiliates, contractors and/or vendors (as necessary) and for no other individuals or entities. The Customer shall not sub-lease any of the Services provided by CloudSpace.

TERM & COMMENCEMENT DATE.

This Agreement shall commence upon the Effective Date, which is specified above, and shall terminate 30 days from the last day of the month specified in the last active Service Order.

SERVICE LEVELS.

At any time and at its sole discretion, CloudSpace may modify the infrastructure that is used to provide the Services and CloudSpace shall use reasonable efforts to notify Customer of any planned maintenance of its infrastructure that would in any way affect Customer. CloudSpace shall provide 99.9% uptime of its Services (as measured by its ability to send an outbound signal to the routers of the facility housing CloudSpace’s servers), and 10 Mb/s bandwidth (as measured by the ability to receive an inbound signal from the routers of the facility housing CloudSpace’s servers). The Customer appreciates that CloudSpace cannot overcome congestion or throttling of upstream or downstream Internet connectivity and CloudSpace makes no representation or warranty that it can do so. If CloudSpace cannot achieve the aforementioned uptime level of performance, the Customer shall receive a pro-rata refund (or credit) after 24-hours of continuous downtime.

PAYMENT & BILLING TERMS.

Customer shall pay the fees and other charges for all Services rendered under each Service Order.

A. Billing. Billing under a Service Order shall commence on the date that Services associated with that Service Order are fully available for Customer's use ("Commencement Date").

B. Pre-Payment. Prior to the Commencement Date, with respect to certain individual Service Orders, Customer may be required to pay any applicable Non-Recurring Charges ("NRC"), the amount and schedule for payment to be based upon the terms specified in the Service Order.

C. Invoicing. CloudSpace bills for one (1) full month of Monthly Recurring Charges ("MRC") in advance. Each MRC covers Services delivered from the first of the month through the end of the month. CloudSpace may also bill for certain other Services in arrears or as otherwise provided by the Service Order.

1. First Invoice. The first invoice will be sent to the Customer following the Commencement Date. The invoice will include prorated MRC from the Commencement Date to the end of the month, and MRC for the next full month.

2. Payment of Invoices. All invoices are due upon receipt and become past due fifteen (15) days from the invoice date (the "Delinquency Date"). If CloudSpace is not in receipt of any payment on or before the Delinquency Date, such payment becomes a Late Payment. At CloudSpace's discretion, in addition to the Customer's obligation to pay such Late Payment, the Customer will pay a Late Charge of \$30.00 on the Late Payment and interest on the Late Payment (the "Late Payment Interest") at a rate equal to 1.5% per month or portion thereof, (or the highest amount permitted by law) on the outstanding balance unpaid for more than fifteen (15) days until the date paid. In no event, however, shall the charges permitted under this Section or elsewhere in this Agreement, to the extent the same are considered to be interest under applicable law, exceed the maximum lawful rate of interest. CloudSpace's acceptance of any Late Charge, or any Late

Payment Interest, shall not be deemed to constitute a waiver of Customer's default with respect to the Late Payment, nor prevent CloudSpace from exercising any of the other rights and remedies available to CloudSpace hereunder or under any applicable laws. CloudSpace shall have the right to suspend or terminate any and all Services if an undisputed invoice is past due for more than fifteen (15) days from the Delinquency Date. If CloudSpace has to take action of any kind to collect any undisputed balance due, then Customer agrees to pay CloudSpace's reasonable expenses, including but not limited to, costs of court and/or arbitration, and all necessary attorney and collection agency fees.

3. Form of Payment. Payment for the Services may be made by credit card, vendor-initiated ACH (EFT), and customer-initiated wire transfers. Checks will **not** be accepted. If Customer chooses to pay by credit card, then Customer shall provide its credit card information to CloudSpace and Customer thereby authorizes CloudSpace to charge such credit card for the payment of all fees provided for herein and for all Services specified in each Service Order.

D. Changes in Fees. From time to time, the fees for Services may change, or CloudSpace may add new fees or charges, in CloudSpace's sole discretion, subject to CloudSpace Fees remaining fixed during the initial period of an agreed Service Order. Customer shall be given thirty (30) days advance notice of any change in Customer fees or charges via email and/or fax and/or personal delivery before CloudSpace bills at the new rate. Customer shall then have the option to terminate the corresponding Service Order without penalty. If, however, Customer does not terminate the corresponding Service Order in response to a Change in Fees, Customer therefore consents to any such new fees or charges and the new Fees will become part of this Agreement and subsequent Service Orders.

E. Taxes and Fees. Customer shall pay all property, sales, use, gross receipts, excise, access, bypass, franchise, or other local, state, and federal taxes and/or fees, however designated, imposed on, or based upon the provision of the Services. Notwithstanding the above, CloudSpace shall pay all taxes based upon CloudSpace's income or for its employees (payroll taxes, unemployment insurance and other employment taxes),

and its property which is not owned or leased by Customer.

F. Disputed Invoices. If Customer reasonably disputes any portion of a CloudSpace invoice, Customer must pay the undisputed portion of the invoice in accordance with the terms and conditions of this Agreement or associated Service Order and submit a written claim to CloudSpace for the disputed amount. All claims must be submitted to CloudSpace within sixty (60) days from the invoice date for those Services. The Customer waives the right to dispute any charges not disputed within the time frame set forth above. In the event that the dispute is resolved against the Customer in accordance with the procedures hereunder, the Customer shall pay such amounts plus interest at the rate referenced in the Invoicing Subsection above.

CANCELLATION & TERMINATION.

Either party may terminate this Agreement without cause upon sixty (60) days written notice to the other party. When terminating for cause, resort must be made as described in A and B below. In addition, the parties may terminate this Agreement at any time by mutual written agreement. Furthermore, either party may terminate this Agreement if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If Customer cancels one or more Service Orders, the Customer is responsible for paying any fees (termination or otherwise) identified in the relevant active Service Order. Any cancellation request by Customer shall be effective if it is in accordance with the notice provisions within this Section, and CloudSpace shall be entitled to rely on the authorization of the Customer's representative submitting the cancellation request. The Customer shall remain obligated to pay fees accrued prior to such cancellation and any applicable early termination fees as defined in the applicable Service Orders.

A. Termination by Customer for Default by CloudSpace. In the event that Customer asserts that CloudSpace is in default under any term or provision of

this Agreement, or any applicable Service Order, the Customer shall give CloudSpace written notice by certified mail (return receipt requested), personal delivery, or email, of such default with sufficient detail to enable CloudSpace to attempt to cure such default. If CloudSpace commences to cure such default within five (5) days after receipt of such notice and thereafter proceeds with the curing of such default with reasonable diligence and actually completes the curing of such default within thirty (30) days after receipt of such notice, then no default on the part of CloudSpace shall be deemed to have occurred. However, if CloudSpace does not commence curing such default within such five (5) day period, or if CloudSpace does not thereafter proceed with the curing of such default with reasonable diligence, or if CloudSpace does not complete the curing of such default within thirty (30) days after CloudSpace's receipt of such notice, then Customer may on twenty-four (24) hours written notice terminate the Service Order as to which such default relates (if such default relates to a particular Service Order), or terminate this Agreement (if such default relates to this entire Agreement). In the event of a breach by CloudSpace as set forth herein, Customer's sole remedy is termination as described in this Section.

B. Termination by Customer for Interruption of Service. If CloudSpace has an interruption of service which lasts more than twenty-four (24) hours, then, with twenty-four (24) hours written notice, Customer may terminate the applicable Service Order (if such interruption relates to a particular Service Order), or terminate all Service Orders and this Agreement (if such interruption relates to all Service Orders). In the event of interruption of service for more than twenty-four (24) hours, Customer's sole remedy is termination as described herein. Early termination fees are waived if Customer terminates for interruption of service as provided for in this paragraph.

C. Termination of Service by CloudSpace for Customer Default. Termination of Service by CloudSpace will occur without liability to CloudSpace when one or more of the following conditions occur:

1. Customer has not paid any undisputed invoice amounts within fifteen (15) days of receipt of same. A service interruption notice will be sent

to the Customer via certified mail or email when an invoice becomes fifteen (15) days past invoice date; or

2. If Customer fails to cure its breach (*other than a payment breach*) of any of these terms or conditions or any Service Order, or the Acceptable Use provision of this Agreement within ten (10) days after written notice thereof provided by CloudSpace.

D. Effect of Termination. Upon the Effective Date of termination of this Agreement and/or any Service Order:

1. CloudSpace will immediately cease providing the Services;

2. Any and all payment obligations of Customer (including early termination fees) under this Agreement and/or under any Service Order for Services provided through the date of termination will immediately become due;

3. In addition to all other remedies that may be available to CloudSpace at law or in equity, CloudSpace may assess and collect from Customer any applicable termination charges that may be due hereunder or under any active Service Order.

4. CloudSpace may archive Customer Data and return the resources so allocated to other use by CloudSpace. Upon payment of any outstanding fees or costs, the Customer may obtain the archived Customer Data, if possible, from CloudSpace in the electronic form normally kept by CloudSpace for day-to-day operations. Alternatively, upon payment of a reasonable fee, CloudSpace may re-instantiate the Services and afford the Customer the opportunity to retrieve the Customer Data in a common fashion using standard software tools. If the Customer does not attempt to retrieve the archived Customer Data within one year of termination of this Agreement, CloudSpace would have no obligation to retain the archived Customer Data.

ACCEPTABLE USE.

All of the Services described herein may be used only for

lawful purposes. Transmission, distribution or storage of any data or material in violation of any applicable law or regulation is prohibited. This includes, without limitation, material protected by copyright, trademark, trade secret or other intellectual property right used without proper authorization, and material that is illegal, obscene, or defamatory, constitutes an illegal threat, or violates any export control laws. The Customer agrees that, in the event that CloudSpace receives a “takedown notice” under the Digital Millennium Copyright Act, CloudSpace may disable access to any file associated with the Services that is identified in the takedown notice without liability to CloudSpace by the Customer under any civil law or statute.

Under some Services, the Customer may have Administrator rights to CloudSpace resources. It is expressly contemplated that the Customer shall be able to install any software application of its choosing (hereinafter, “Customer Software”), and that CloudSpace is not responsible for the licensure of the Customer Software, nor can CloudSpace claim any ownership of the data placed on the CloudSpace resources by the Customer. Nor is CloudSpace in any way responsible for the data generated by the Customer Software, or for any adverse effects that the Customer’s data or use of the Customer Software may generate for the Customer, for CloudSpace, or for any third party. The Customer bears all responsibility – financial or otherwise – for any adverse effect that the Customer’s data or the Customer Software may have on CloudSpace or any third party.

MULTIPLE USERS.

Customer acknowledges that the Customer is executing this Agreement on behalf of all persons who use the CloudSpace Services, regardless of their respective locations or devices. The Customer shall have sole responsibility for ensuring that all users (associated with the Customer) understand and comply with the terms and conditions of this Agreement. The Customer further acknowledges and agrees that the Customer is solely responsible and liable for any and all breaches of the terms and conditions of this Agreement and subsequent Service Order whether such breach is the result of use of the CloudSpace Services by the Customer or by any other user of the Customer’s CloudSpace-provided

infrastructure or Services.

PROPRIETARY RIGHTS.

Grant of Rights. To the extent that CloudSpace has intellectual property rights in the Services, CloudSpace grants to the Customer the right to use the Services for the Term of this Agreement.

Reservation of Rights. Subject to the limited rights expressly granted hereunder, CloudSpace owns all right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer or any third party hereunder other than as expressly set forth herein.

Restrictions. Customer shall not (i) permit any third party to access or otherwise to contract the Services except as permitted herein or in a Service Order, (ii) create and/or deviate works based on the Services, (iii) reverse engineer, decompile or otherwise recreate the Services, or (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services.

Ownership of Data. As between CloudSpace and Customer, Customer owns the right, title and interest in and to all Customer Data stored by CloudSpace and Customer shall retain ownership of same. However, should it be necessary for Customer to extract any of its data from CloudSpace's infrastructure, then Customer shall be solely responsible for all efforts and costs associated therewith.

CONFIDENTIALITY

Definition of Confidential Information. As stated herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be non-public or confidential given the nature of the information and the circumstances of disclosure. Customer Confidential Information shall include any information about the Customer that becomes available to CloudSpace by virtue of Customer contracting the Services from CloudSpace. CloudSpace Confidential Information shall

include, but not be limited to, all Services provided to Customer. Confidential Information of each party shall also include the terms and conditions of this Agreement and all Service Order, as well as all marketing plans, technology and technical information, product plans and designs, and processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.

Protection of Customer Data. Without limiting the above, CloudSpace shall maintain reasonable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of data generated by the Customer or uploaded by the Customer ("Customer Data"). CloudSpace shall not (a) use Customer Data, or (b) disclose Customer Data except as permitted herein or, compelled by law in accordance with this Section (Compelled Disclosure), or as expressly permitted in writing by Customer.

Compelled Disclosure. The Customer appreciates that CloudSpace must disclose Customer's Confidential Information and/or Customer Data if it is compelled to do so by law. If permitted, CloudSpace may provide the Customer with notification of the request to disclose in case the Customer wishes to contest the disclosure. If Customer is involved with a lawsuit or other act that requires the discovery or audit of information

that may be kept on CloudSpace machines via one or more Services, then the Customer is responsible for any reasonable costs incurred by CloudSpace for compiling and/or providing secure access to such Confidential Information and/or Customer Data.

INDEMNITY & LIMITATIONS OF LIABILITY.

A. Definitions. In this section, "CloudSpace" shall mean CloudSpace, its affiliates, contractors, and subcontractors, together with their respective officers, managers, directors, insurers, owners, employees, agents or invitees ("indemnified parties"). The "Customer" shall mean the Customer, its contractors and subcontractors, together with their respective officers, managers, directors, insurers, owners, employees, agents or invitees ("indemnified parties"). Collectively, they are the indemnified parties ("Indemnified Parties").

B. Indemnity Obligations. The Customer agrees to the maximum extent allowed by law, to protect, indemnify, defend and hold harmless CloudSpace from any claims, damages, losses, liabilities, suits, causes of action, demands, proceedings (whether legal or administrative), expenses (including but not limited to reasonable attorneys' fees) and judgments (including any contractual liability of either Indemnified Party), made, threatened, asserted or filed against CloudSpace, which arise from or is alleged to have been caused solely by the Customer, and are in any manner related to the use of the Services, including any violation of the Acceptable Use provision of this Agreement.

C. Limitation of CloudSpace Liability. CloudSpace shall not be liable for any indirect, incidental, special, punitive or consequential damages, nor any loss of profits, revenue, data or use, by Customer or any third party, whether in an action in contract, tort, or other legal theory, regardless of whether CloudSpace has been advised of such damages. CloudSpace's liability for any damages, losses and cause of actions under any legal theory shall not exceed the actual dollar amount paid by Customer for the Services during the 12-months prior to the date of damage. However, the foregoing shall not limit Customer's payment obligations under this Agreement.

D. Network Disruption. CloudSpace shall have no liability whatsoever for any damage to or loss or destruction of any of Customer's hardware, software, files, data, or peripherals caused by network disruptions that were caused by the Customer, or which CloudSpace could not have reasonably anticipated, which were not caused by CloudSpace, or which CloudSpace would have no obligation to prevent. The Customer understands that the installation, use, inspection, maintenance, repair and removal of Equipment may result in network disruptions; service outages or potential damage to Customer's network operations. The Customer therefore agrees to take reasonable precautions during use of the Services.

NO WARRANTY.

CUSTOMER AGREES THAT CLOUDSPACE DOES NOT MONITOR, EXERCISE CONTROL OVER, NOR ACCEPTS RESPONSIBILITY FOR THE CONTENT OF THE INFORMATION PASSING THROUGH OR CONTAINED WITHIN CLOUDSPACE'S FACILITIES, HOST COMPUTERS, NETWORK HUBS AND POINTS OF PRESENCE (THE "CLOUDSPACE NETWORK") OR THE INTERNET, OR THE CONTENT OF THE INFORMATION RESIDING ON THE CUSTOMER'S EQUIPMENT OR TRANSMITTED OVER ITS NETWORK, AND IS NOT LIABLE FOR THE CONTENT OF ANY DATA TRANSFERRED EITHER TO OR FROM THE CUSTOMER OR STORED BY CUSTOMER OR ANY OF CUSTOMER'S CLIENTS VIA THE SERVICES PROVIDED BY CLOUDSPACE. CUSTOMER SHALL INDEMNIFY AND HOLD CLOUDSPACE HARMLESS FOR ANY CLAIMS, LOSSES OR DAMAGES ARISING OUT OF OR RELATED TO CUSTOMER'S CONTENT OR USE OF ANY INFORMATION RESIDING ON CUSTOMER'S EQUIPMENT OR TRANSMITTED OVER ITS NETWORK. USE OF ANY INFORMATION OBTAINED VIA CLOUDSPACE'S SERVICES IS AT CUSTOMER'S OWN RISK. CLOUDSPACE SPECIFICALLY DENIES ANY RESPONSIBILITY FOR THE ACCURACY OR QUALITY OF INFORMATION OBTAINED THROUGH ITS SERVICES.

CLOUDSPACE PROVIDES THE SERVICES AS IS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, OR AN ASSOCIATED SERVICE ORDER IN CONNECTION WITH THE SERVICES, CLOUDSPACE: (a) MAKES NO WARRANTIES WHETHER EXPRESS OR IMPLIED, AND (b) DISCLAIMS ANY WARRANTY OF TITLE,

MERCHANTABILITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE EXCEPT AS DESCRIBED IN CLOUDSPACE'S ACCEPTABLE USE PROVISION. IN THE EVENT THAT CLOUDSPACE PROVIDES CUSTOMER WITH PRODUCTS IN CONJUNCTION WITH THE SERVICES (*i.e.*, THIRD PARTY SOFTWARE PRODUCTS OR EQUIPMENT), CLOUDSPACE ALSO PROVIDES SUCH PRODUCTS ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, OR IMPLIED.

GENERAL TERMS.

Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Service Order), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party.

Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in full force and effect.

Force Majeure. Neither party shall be liable to the other or in default of this Agreement for any failure of performance of Services or Equipment due to causes beyond such party's reasonable control which could not have reasonably been anticipated and which could not have been prevented by such party by the use of reasonable commercial efforts, including but not limited to, acts of God, fire, acts or omissions of suppliers, fiber/cable cut, equipment or power failure, flood or other catastrophe, any law, order or regulations or

requests of any governmental entity, state/local/national emergency, terrorist activities, insurrections, riots, war, civil war, pandemics, work stoppages or disruptive labor activities, global or natural disasters or like events. Both parties shall be excused from such performance to the extent, but only to the extent, that it is prevented, hindered or delayed by such causes. Upon the occurrence of any of such events, the party whose performance is prevented, interrupted, hindered or delayed shall give prompt notice to the other party, updating such notice at regular intervals regarding such event and the effect thereof, and use reasonable efforts to continue performance notwithstanding such cause. Financial inability to perform shall never be deemed a force majeure event unless it is caused by a moratorium on banking operations. With twenty-four (24) hours written notice, the Customer may terminate this Agreement or any Service Order if the force majeure exceeds twenty-four (24) hours.

No Waiver. No failure by either party to enforce any rights hereunder shall constitute a waiver of such rights.

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Notices. Any notices or other communications required or permitted hereunder shall be sufficiently given if sent by certified mail, return receipt requested, postage prepaid, by email (utilizing a third-party vendor such as Rpost (<https://www.rpost.com/>)), by blockchain, and/or by personal delivery and:

- if to **CloudSpace**, addressed to it at:

CloudSpace USA
6002 Spanish Oak Way
Spring, Texas 77379
Acct@cloudspaceusa.com

- if to **Customer**, addressed to it at:

[Company name]
[Address (line 1)]
[Address (line 2)]
[City], [State/province] [ZIP code]
[E-mail address]

or such other address as the party to whom or to which such notice or other communication is to be given shall have specified in writing to the other parties.

Entire Agreement. This Agreement, including all Service Orders, constitutes the entire agreement between the parties and supersedes all prior agreements, proposals or representations, written or oral, concerning the subject matter herein. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless it is in writing and signed by both parties. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any Service Order, Change Order, and/or Exhibit, the terms of such Service Order, Change Order, and/or Exhibit shall prevail.

Governing Law. The validity, interpretation, enforceability and performance of this Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

Hiring Prohibition. During the term of this

Agreement, neither party to this Agreement or any of its affiliates will, directly, or indirectly, for their own account or for or on behalf of any other person or entity, whether as an officer, director, employee, partner, principal, joint venture, consultant, investor, shareholder, independent contractor or otherwise, hire or employ, or attempt to hire or employ, in any fashion (whether as an employee, independent contractor or otherwise), any employee or independent contractor of the other party, or solicit or induce, or attempt to solicit or induce any of the other party's employees, consultants, clients, customers, vendors, suppliers, or independent contractors to terminate their relationship with the other party.

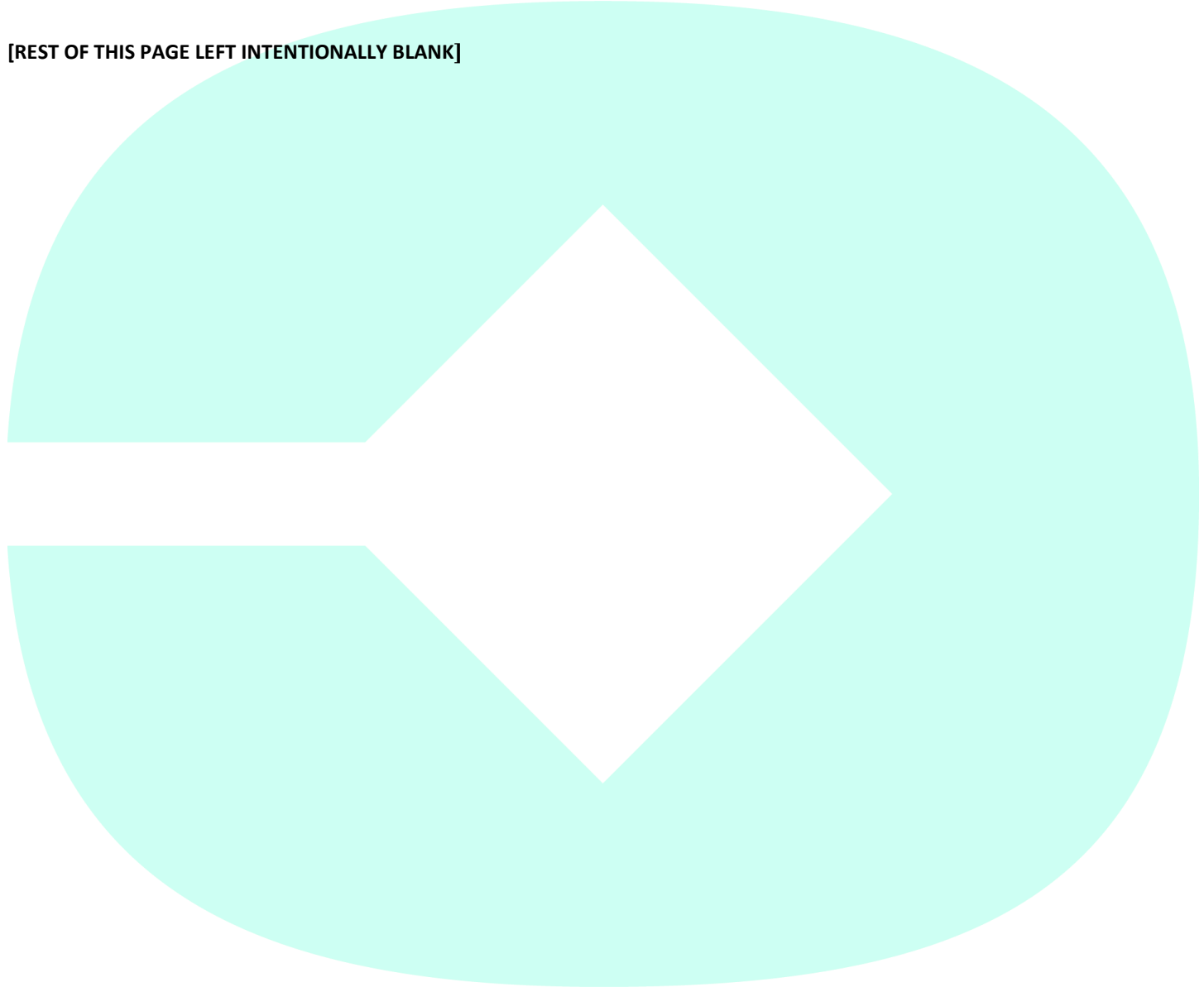
Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency or employment relationship between the parties.

Laws and Export Compliance. Each party shall comply with the export laws and regulations of the United States and other applicable jurisdictions in providing and contracting the Services. Without limiting the foregoing, each party represents that it is not named on any U.S. government list of persons or entities prohibited from receiving exports, and Customer shall not permit Customer employees or third parties to access Services in violation of any U.S. export embargo, prohibition or restriction. CloudSpace shall comply (and CloudSpace shall cause its contractors and vendors to comply) with all applicable laws and regulations concerning the performance of the Services and this Agreement.

Arbitration and Venue. In the unlikely event that a dispute occurs between the parties, the parties hereby agree to submit the dispute to a commercial arbitrator who is skilled in computer science in accordance with the American Arbitration Association and utilize their procedures for complex commercial arbitration. The venue for the arbitration shall be in Harris County, Texas. The arbitrator shall have the power to award attorney's fees, costs, and expenses to the prevailing party in any such arbitration proceeding.

Survival. Termination of this Agreement or any Service Order promulgated therefrom shall not be construed to limit the survival of any provisions by its express or implied terms including, but not limited to provisions on warranty, indemnity, confidentiality, intellectual property, choice of law, and dispute resolution.

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Signatures. By execution of this Agreement, the parties acknowledge that they have read and understood each provision, term and obligation contained in this Agreement. This Agreement, although drawn by one party, shall be constructed fairly and reasonably and not more strictly against the drafting party than the non-drafting party. Customer acknowledges and understands that it has had the opportunity to review this Agreement with independent counsel and enters into this Agreement with full knowledge and understanding of its terms and conditions. This Agreement may be executed in multiple counterparts, each of which shall have the force and effect of an original, by each party on the date set forth beside the signature of each, to be effective as of the Effective Date referenced above. If the signatory to this Agreement purports to be signing on behalf of an entity such as a corporation, that signatory represents that s/he has the authority to bind such entity and its affiliates to the terms and conditions of this Agreement.

For COMPANY:

CLOUD SPACE, LLC. d/b/a/ CloudSpace USA

By: David Levin, President

Date: _____

For CUSTOMER:

[Company name]

By: [Full name]

Date: _____

Its: [Job title]