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## GENERAL TERMS

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### 1. INTRODUCTION

This TBoxCloud Integration Agreement (“**Agreement**”) is executed as of [REDACTED] (“**Effective Date**”).

**BETWEEN**

TBoxCloud, Inc. with its place of business at 3350 Shelby Street, Suite 200 Ontario, CA, 91764 USA (“**TBoxCloud**”).

**AND**

[REDACTED] with its place of business at [REDACTED] (“**Company**”).

### 2. DEFINITIONS

- a. “**Agreement**” means collectively the General Terms, Professional Services and SOW Terms, Managed Services Terms, signed Quote, and other terms available online at [www.tboxcloud.com](http://www.tboxcloud.com) covering the Service Level Agreement (SLA) and Services Description (SD), specifically incorporated by reference herein.
- b. “**Professional Services**” or “**Consulting**” means services provided by TBoxCloud to deliver projects on a Time and Materials basis.
- c. “**Connector**” or “**TBoxConnector**” means the application developed, hosted, and supported by TBoxCloud used to connect 2 or more applications.
- d. “**Hosted Solution**” or “**Solutions**” means collectively all hardware, software applications, and Connectors hosted in the Cloud by TBoxCloud under this Agreement.
- e. “**Not a Software**” means TBoxCloud is not a Software company providing a user interface or public access to its Hosted Solutions.
- f. “**Managed Services**” or “**Hosting Services**” means collectively the services performed and architecture provided by TBoxCloud to host, secure, monitor, and maintain its customer’s Solutions.
- g. “**Subscription**” means the fees paid by Company in exchange for the Managed Services or Hosting Services.
- h. “**Services**” means collectively Professional Services or Consulting, and Managed Services or Hosting Services.

### 3. CONFIDENTIALITY

It may be necessary for a party (the “**Disclosing Party**”) during the term of this Agreement to provide the other party (the “**Receiving Party**”) with certain information that shall be treated as Confidential Information, as defined below.

- a. **Confidential Information:** Confidential information shall mean any information disclosed by one party to the other party, in any form including without limitation pricing information, project Deliverables, Project Methodology information, technology infrastructure, business plans, source code, software, technical / financial / marketing / customer / business information, specifications, analysis, designs, drawings, data, any information relating to personnel or Affiliates of a party and include information disclosed by third parties at the direction of a Disclosing Party and marked as confidential within 15 days of such disclosure or that should reasonably be understood to be confidential. Confidential Information shall however, exclude any information which (i) is / was publicly known or comes into public domain; (ii) is received by the Receiving Party from a third party, without breach of this Agreement; (iii) was already in the possession of Receiving Party, without confidentiality restrictions, at the time of disclosure by the Disclosing Party; (iv) is permitted

for disclosure by the Disclosing Party in writing; (v) independently developed by the Receiving Party without use of Confidential Information; (vi) is required to be disclosed by the Receiving Party pursuant to any order or requirement from court, administrative or governmental agency, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such order or requirement and an opportunity to contest or seek an appropriate protective order.

- b. **Nondisclosure:** The Receiving Party agrees not to use any Confidential Information for any purpose except for conducting business with the Disclosing Party, or otherwise agreed in writing. Receiving Party agrees not to disclose any Confidential Information to third parties or to its personnel (except to those of its personnel or its Affiliates personnel, directors, advisors, auditors, governmental authorities or sub-contractors, who may need to know such Confidential Information). The Receiving Party shall not reverse engineer, disassemble or decompile any prototypes, software or other tangible objects which embody the Disclosing Party's Confidential Information and which are provided to the Receiving Party hereunder.
- c. **Maintenance of Confidential Information:** The Receiving Party agrees that it shall take all reasonable measures to protect the secrecy of and avoid unauthorized disclosure and use of the Confidential Information and shall take at least those measures that Receiving Party takes to protect its own Confidential Information and shall ensure that its employees, directors, and advisors, who need to have access to Confidential Information sign or have signed a non-use and non-disclosure agreement in content substantially similar to the provisions hereof, prior to any disclosure of Confidential Information to such personnel. The Receiving Party shall not make copies of Confidential Information unless the same are reasonably necessary. The Receiving Party shall immediately notify the Disclosing Party in the event of any unauthorized use or disclosure of the Confidential Information and reasonably support Disclosing Party in taking necessary remedial action.
- d. **Return/ Destruction:** All Confidential Information and all copies thereof which are in the possession of Receiving Party shall be promptly returned to the Disclosing Party on demand or destroyed in the manner so specified, provided that Receiving Party may maintain as confidential archival copy of Confidential Information to the extent Receiving Party is required to maintain a record of the transactions under this Agreement.
- e. **No License:** Nothing in this Clause is intended to grant any rights to either party under any intellectual property rights in the Confidential Information of the other Party.
- f. The obligations stated in this Section shall survive termination or expiration of the term of the Agreement.
- g. **Notification of Breach.** TBoxCloud shall notify Company of any security breach as soon as commercially possible. "Security Breach" means any act or omission that compromises either the security, confidentiality or integrity of Personal Information or the physical, technical, administrative or organizational safeguards put in place by TBoxCloud that relate to the protection of the security, confidentiality or integrity of Personal Information. Without limiting the foregoing, a compromise shall include unauthorized access to or disclosure or acquisition of Personal Information.
- h. **Personal Information.** "Personal Information" means information provided to TBoxCloud by or at the direction of Company or its affiliates, or to which access was provided to TBoxCloud by or at the direction of Company or its affiliates, in the course of TBoxCloud's performance under this Agreement that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, biometric, health, medical or medical insurance data, answers to security questions and other personal identifiers).

## 4. INTELLECTUAL PROPERTY OWNERSHIP

- a. **Company IP and specifications:** Notwithstanding anything contained to the contrary, Company shall retain all right, title and interest in and to Company IP. “**Company IP**” shall mean all information, data, software, tools and other materials developed by or for Company, outside TBoxCloud Services. Company grants to TBoxCloud a non-exclusive, worldwide, royalty-free license to use the Company IP (if required) solely for the Deliverables. Company warrants that the work specifications provided by the Company or any Company IP do not infringe third party intellectual property rights.
- b. **TBoxCloud IP:** Notwithstanding anything contained to the contrary, TBoxCloud shall retain all right, title and interest in and to TBoxCloud IP. “**TBoxCloud IP**” shall mean all information, methodologies, data, software, tools and other materials developed by or for TBoxCloud including any configuration to its pre-existing products.
- c. **Residuals: “Residuals”** means general know-how and skills developed by TBoxCloud’s personnel during the course of performance of the Services, provided that in no event shall Residuals include any of Company Pre-Existing IP or Confidential Information. TBoxCloud is free to use Residuals with its products and services.

## 5. WARRANTIES AND DISCLAIMERS

TBoxCloud has the full power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any material agreement to which TBoxCloud is party.

Company has the full power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the performance of its obligations hereunder do not conflict with or constitute a default under any material agreement to which Company is party.

Each Party is exclusively and independently responsible for:

1. Its own compliance with the terms and conditions of this and any other related Agreements.
2. The appointment of responsibility and authority to its project members.
3. The actions and outcome of its project members.

TBoxCloud warrants that Services will be delivered in a workmanlike manner and in conformity with generally prevailing industry standards. TBoxCloud warrants material performance on TBoxCloud Hosted Solutions.

Company must report, in writing, any material deficiencies within ninety (90) days of performance in order to receive warranty remedies. Company’s sole remedy for breach of the foregoing warranty shall be re-performance of the materially deficient services as described and warranted within a reasonable time. Should TBoxCloud be unable to so re-perform, it will refund Company all prepaid fees for the deficient service.

EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, THE PARTIES DISCLAIM ALL WARRANTIES OF ANY KIND, IMPLIED, STATUTORY, OR IN ANY COMMUNICATION BETWEEN THEM, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, AND FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS

## 6. MUTUAL INDEMNIFICATION

- a. TBoxCloud and Company (“the Parties”) shall indemnify, defend and hold harmless the other party, and its respective officers, directors, employees, and agents from and against any and all claims, suits, actions, proceedings, demands, damages and liabilities (“Claims”) brought by a Third Party alleging the use of the Service infringes or misappropriates such third party’s intellectual property rights or violates applicable law, provided the indemnitor (a) promptly gives the indemnitee written notice of any Claim (b) gives the indemnitee sole control of the defense and settlement of such Claim, and (c) give the indemnitee all reasonable assistance to defend against such Claim. The indemnitee agrees to keep indemnitor informed of, and consult with indemnitor in connection with the progress of such Claim or settlement.
- b. Neither party may settle a claim unless it unconditionally releases the other party of all liability.
- c. If TBoxCloud receives information about a Claim related to a Service, TBoxCloud, in its discretion will (i) modify the service so that it no longer infringes on the subject of the Claim, or (ii) terminate the use of the service upon thirty (30) days’ written notice and refund Company any prepaid fees covering the remainder of the term of the terminated Agreement. The above defense and indemnification obligations do not apply to the extent a claim against Company arises from anything other than the aforementioned and/or Company breach of this Agreement.

## 7. LIMITATION OF LIABILITIES

In no event shall either party be liable to the other for any indirect, incidental, special, consequential, reliance, cover or lost profits damages, whether in contract or tort, even if the other party has been advised of the possibility of such damages. Except as set forth below, neither party's aggregate liability for damages hereunder shall exceed the total amount of fees paid and/or due by Company for the Services purchased.

THE FORGOING LIMITATIONS ON LIABILITY SHALL NOT APPLY TO ANY OF THE FOLLOWING: (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) BREACH OF WARRANTIES; (C) BREACH OF CONFIDENTIALITY; OR (D) INDEMNIFICATION OBLIGATIONS.

## 8. INDEPENDENT CONTRACTOR

TBoxCloud is an independent contractor; nothing in this Agreement shall be construed to create a partnership, joint venture, employment or agency relationship between the parties. Each party shall be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

## 9. COMMERCIALY REASONABLE EFFORTS

TBoxCloud agrees to devote commercially reasonable efforts in delivering the Services and Company agrees to devote commercially reasonable efforts to assist TBoxCloud through the various phases of the Services.

## 10. WAIVER

No failure by either party hereto, to exercise and no delay in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder by either party preclude any other or future exercise of any right hereunder by that party.

## 11. SEVERABILITY

If any provision of the Terms is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of the Terms will remain in effect.

## 12. ASSIGNMENT

None of the Agreements are assignable by either party in whole or in part without the written consent of the other party. Notwithstanding the foregoing, either party may assign or transfer any of the Agreements to any of its Affiliates. The Agreements shall be assigned to the acquiring party or the merged entity in the event of a merger or a sale of all or a substantial portion of such party's assets or stock or transfer of persons.

## 13. FORCE MAJEURE

Neither party shall be liable for any failure or delay in fulfilling the terms of this Agreement due to fire, strike, war, civil unrest, terrorist action, government regulations, act of Nature or other causes which are unavoidable and beyond the reasonable control of the party claiming force majeure. This provision shall not be construed as relieving either party from its obligation to pay any sum due to the other party.

## 14. GOVERNING LAW

This Agreement shall be construed and governed by the laws of the State of California without regard to principles of conflict of laws.

## 15. DISPUTE RESOLUTION

**Good Faith Resolution:** The parties agree to negotiate in good faith to resolve any dispute between them regarding the Agreement.

**Arbitration:** If the negotiations do not resolve the dispute to the reasonable satisfaction of the parties, either party shall request for an Arbitration to take place in Los Angeles County, California, in English, in accordance with the rules of the International Chamber of Commerce ("**Rules**") or such other rules as the parties shall agree.

- a. The parties agree that the dispute shall be settled by a sole arbitrator appointed in accordance with the said Rules, and the sole arbitrator so appointed shall be referred to herein as an "**Arbitrator.**"
- b. Following the appointment of the Arbitrator, the Arbitrator shall set forth the schedule and timing of the arbitration proceedings in accordance with the applicable provisions of the Rules.
- c. Upon rendering an award or a decision, the Arbitrator shall set forth in writing findings of fact, conclusions of law and a reasoned opinion explaining the basis of such award or decision, and shall make a determination of which party shall be considered the prevailing party, which determination shall be consistent with such reasoned opinion.
- d. The Arbitrator shall be empowered to issue injunctive or other equitable relief.
- e. Judgment on the award or any other final or interim decision rendered by the Arbitrator may be entered, registered or filed for enforcement purposes in any court having jurisdiction thereof.
- f. Nothing in this Section shall prevent, or be construed as preventing, a party from seeking injunctive or other equitable relief in a court of appropriate jurisdiction.

## 16. SERVICES START, RENEWAL, AND TERMINATION

The Agreement is effective for a period of one (1) year from the Effective Date and shall renew automatically for successive one (1) year terms until terminated by either party (Termination Date).

The Agreement may be terminated by either party without cause and at any time upon ninety (90) days prior written notice to the other party. Either party may terminate the Agreement (a) immediately if the other party materially breaches the terms of the Agreement or in the following events (i) the other party becomes or applies for insolvency, bankruptcy, reorganization or liquidation, (ii) a receiver is appointed for its business or assets or is applied for by the other party, (iii) a third party files, or has filed an action under (i) or (ii) above against the other party, (iv) an order for relief under the applicable bankruptcy or insolvency law has been issued or applied for by the other party, (v) the data or systems are considered a security risk or unlawful.

Upon termination of the Agreement for any reason, TBoxCloud shall be paid Services Fees or expenses or both up to the effective date of the termination.

Services will start within 2 weeks from the date the Retainer Fees are received.

## 17. SERVICES SUSPENSION

TBoxCloud may suspend the Services upon notice:

- a) And Company is provided five (10) days to cure, if TBoxCloud determines:
  - I. Company is in Breach of the Commercial Terms herein.
- b) If TBoxCloud determines:
  - I. Company's use of the Services
    - I. poses a security risk to the Services or any third party,
    - II. may adversely affect TBoxCloud's business or reputation,
    - III. may subject TBoxCloud or any third party to liability, or
    - IV. may be fraudulent;
  - II. Company is, or any End User is, in breach of this Agreement; or
  - III. Company has ceased to operate in the ordinary course, made an assignment for the benefit of creditors or similar disposition of Company assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding.

### Effect of Suspension

If TBoxCloud suspends the Hosting Services without de-provisioning the Hosted Solutions:

- a) Company remains responsible for the Subscription fees up to the date of suspension and during the period of suspension until payment is received in full;
- b) TBoxCloud will not de-provision Company's Hosted Solutions as a result of a suspension.
- c) TBoxCloud right to suspend Company's Hosted Services is in addition to TBoxCloud's right to terminate this Agreement pursuant to the Termination for Cause herein.

In the event Company's Hosted Service is suspended in accordance with this Agreement, and Company requests a reinstatement, a reinstatement request must be sent to [legal@tboxcloud.com](mailto:legal@tboxcloud.com) and is subject to Reinstatement Fees of \$250. Reinstatement may take several hours to initialize and test the Hosted Solutions.

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TBoxCloud is not responsible for any loss of business, revenue, or any other damages incurred directly or indirectly by Company as a result of a Suspension, and therefore Company releases TBoxCloud of all claims.

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## PROFESSIONAL SERVICES SOW TERMS

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### 18. DEFINITION OF PROFESSIONAL SERVICES

TBoxCloud shall perform Business and Technical Consulting and/or software product development services, as detailed under section PROFESSIONAL SERVICES SOW TERMS, herein referred to as (“Statement of Work” or “SOW”).

### 19. PROJECT NAME & MAIN REPRESENTATIVES

**Project Name:** CustomerLegalName – \_\_\_\_\_ Integration

CONTACT INFORMATION	
TBoxCloud’s Project Representative	Company’s Project Representative
<b>Name:</b>	<b>Name:</b>
<b>E-mail:</b>	<b>Phone:</b>
<b>Address:</b> 3350 Shelby Street, Suite 200 Ontario, CA, 91764 USA	<b>E-mail:</b>
	<b>Address:</b>

### 20. DEFINITIONS

1. **Project “SCOPE”:** The Scope is comprised of several Elements: The Project Objectives & Goals, Phases, Tasks, Timeline, Resources, Assumptions, and Cooperation & Obligations. Any variation in any of those Elements will affect the overall Scope and project cost.

### 21. STRATEGIC OBJECTIVES

Follow a Phased Approach to deliver value sooner, then build more functionality to drive additional value on a stronger foundation.

1. **Phase 1 (Quick Start):** Demonstrate proof of concept and provide early benefits
  - a. Confirm out-of-the-box functionality in scope.

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- b. Confirm systems connectivity (Sandbox and Production).
  - c. Provision and test the out-of-the-box functionality in Sandbox.
  - d. Deploy and test the out-of-the-box functionality in Production.
2. **Phase 2 (Out of this SOW scope): Deploy custom/additional functionality...Get more value out of the TBoxConnector Integration**
- a. Confirm Custom/additional functionality.
  - b. Configure and test the custom/additional functionality in Sandbox.
  - c. Deploy the custom/additional functionality in Production.

## 22. TACTICAL OBJECTIVES

[Details of project objectives and scope to be entered here by TBoxCloud]



## 23. PROJECT CANVAS (Activities, Deliverables, Tasks, and Timeline)

Suggested Project Canvas. Some of the activities may vary based on project conditions. This process will be repeated for each integration in scope.

STAGES	TBoxCloud		Company			Project
	Activities	Deliverables	Sign-off Approval	Deliverables	Resources	Estimated Duration
Plan and Setup	<ul style="list-style-type: none"> <li>Project Kickoff with entire team.</li> <li>Setup Sandbox TBoxHub PrivateCloud and Connectors.</li> <li>Test basic Connectivity between Sandbox TBoxHub and Company's Sandbox systems.</li> </ul>	<ul style="list-style-type: none"> <li>Standard Connectivity between TBoxHub and Sandboxes.</li> <li>Provision the Project Portal on Office 365 to be shared with Company.</li> </ul>		<ul style="list-style-type: none"> <li>Provision Sandbox systems, limited Admin and integration credentials to speed-up testing process.</li> <li>Confirm Sandboxes configuration is consistent with Production systems.</li> <li>Test/Sample data in Sandbox systems.</li> </ul>	PM +/- 1hrs SME +/- 2hrs IT +/- 1hrs	+/- 4 hrs
Specifications	<ul style="list-style-type: none"> <li>Confirm requirements.</li> <li>Perform Gap Analysis: Confirm systems configuration against the TBoxConnectPack functionality.</li> </ul>	<ul style="list-style-type: none"> <li>Process Flow Document(s).</li> <li>Specifications Documents (Requirements, Field Mapping, Transformations, Test Scripts).</li> </ul>	Email	<ul style="list-style-type: none"> <li>Systems Configuration details (Fields lists, Required Fields, Picklist values, etc.)</li> </ul>	PM +/- 1hrs SME +/- 2hrs	+/- 4 hrs
Scope Review	<ul style="list-style-type: none"> <li>Compare initial project Scope against final Scope.</li> </ul>	<ul style="list-style-type: none"> <li>If final scope of work is different than initial scope, provide revised Project Estimates (Change Order) to Company for approval.</li> </ul>	CO		PM +/- 1hrs SME +/- 2hrs	+/- 2 hrs
Configure & Validate (Sandbox)	<ul style="list-style-type: none"> <li>If required, configure connector &amp; build additional functionality.</li> <li>Conduct Unit Testing in Sandbox environment, and perform Connector adjustments if required.</li> <li>Document Connector Configuration.</li> <li>Confirm Sandbox User Acceptance Testing "UAT" Scripts.</li> <li>Execute Sandbox UAT in collaboration with Company, document Sandbox UAT results, and perform Connector adjustments if required.</li> </ul>	<ul style="list-style-type: none"> <li>Configured Connector in Sandbox.</li> <li>Integration Support Documentation</li> <li>Sandbox UAT Scripts and Results in Specifications document.</li> </ul>	Sign-off Document		PM +/- 1hr SME +/- 2hrs IT +/- 1hrs	+/- 4 hrs (Can vary based on customization)
Deploy & Validate (Production)	<ul style="list-style-type: none"> <li>Setup and test Production Connectivity.</li> <li>Execute Production UAT in collaboration with Company, document Production UAT results. Perform final Connector adjustments if required.</li> </ul>	<ul style="list-style-type: none"> <li>Configured Connector in Production.</li> <li>Production UAT results.</li> </ul>	Project Completion Sign-off Document	<ul style="list-style-type: none"> <li>Provision Production systems, limited Admin and integration credentials.</li> </ul>	PM +/- 1hr SME +/- 2hrs IT +/- 1hrs	+/- 4 hrs
Hand-off to Support	<ul style="list-style-type: none"> <li>Complete Integration Documentation and Hand-off to Support.</li> </ul>	<ul style="list-style-type: none"> <li>Integration Support Documentation</li> </ul>				+/- 4 hrs

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## 24. PROJECT RESOURCES

In order to ensure project remains on schedule and within budget we recommend the following resources:

TBoxCloud Resources	Company Resources (As required)
<ul style="list-style-type: none"><li>• 1 Project Manager/Business Analyst</li><li>• 1 Sr. EAI Architect/Developer</li></ul>	<ul style="list-style-type: none"><li>• Management representatives</li><li>• Project Manager</li><li>• IT Lead</li><li>• Systems Admin / Integration Admin</li></ul>

## 25. PROJECT ASSUMPTIONS

- Work will be conducted remotely. If travel is required, it will need to be pre-approved by Company as defined in the PSA under “Payments & Reimbursements”.
- Company will provide TBoxCloud timely integration access to the Sandbox and Production systems to conduct the required:
  - a. Connectivity Testing between the TBoxHub Connector Endpoints and the various Company systems.
  - b. Unit Testing of the Connector configuration.
  - c. User Acceptance Testing of specific use cases.

Note: The required access for Integration is limited to the scope of the integration. Upon project start, TBoxCloud will provide a list of required access and credentials specifications.

- Company has skilled resources available to provide timely integration access to the systems in scope.

## 26. OUT OF PROJECT SCOPE

Anything else not described in this document is considered out of scope.

## 27. COOPERATION

The project is designed to limit the time requirement from Company resources, however, Company agrees to cooperate reasonably, in good faith, and without limitation with TBoxCloud to:

1. Assign a Project Lead to serve as the primary point of contact.
2. Provide contact information of systems Administrators.
3. Provision the appropriate Sandboxes (if applicable) and test data, and ensure the Sandboxes have the same configuration as the Production systems. For testing purposes, Sandbox data will be provided and maintained by Company according to TBoxCloud specifications and timing requirements.
4. Provide timely Sign-off of deliverables.
5. Provide complete, accurate and timely information, data and feedback all as reasonably required.
6. Use TBoxCloud’s Project Portal and collateral, and collaborate on other project activities as necessary and appropriate.

## 28. COMMUNICATIONS

During the course of the project, on-going, regular communication will be established through mutually agreed conference calls, email, and when onsite work is performed in person. TBoxCloud and Company will have weekly review meetings, or other regular meetings as agreed. Status updates and other project information will be posted on the shared Project Portal. Access to the Project Portal is provided without warranty or guaranty of performance as a convenience for enhancing communication on projects and for the duration of the Subscription Agreement.

## 29. TBOXCLOUD OBLIGATIONS

1. Provide project resources as listed in paragraph Project Resources.
2. Log and communicate on the Project Portal any potential risks and issues.
3. Drive all necessary meetings with Company SME's to capture functional and technical Requirements, review working documents and Deliverables prior to official release.
4. Produce the Deliverables set forth in the Project Canvas.
5. Update and conduct regular Project Status with Company project Lead and SMEs.

## 30. CHANGE PROCESS

A change is considered to be any deviation from the project scope, deliverables, functionality or assumptions as specified in the applicable SOW.

- a. Either Party may request changes to the Services ("Change Requests"). Company's Request and Approval can be explicit or implicit, as defined below. A sample Change Request form is included in the Appendix of the SOW to show the typical content of a Change Request and explicit approval.
- b. Explicit Requests and Approvals: Explicit Change Requests are typically used to define significant scope deviations with known specifications. Those requests can be posted on the project portal by either party under the heading "Change Requests" or "Requests. Company must approve each request by changing the Status of the Change Request to "**APPROVED**" and typing "**APPROVED**" in the Comments section. Note that Comments cannot be updated or deleted once entered. Due to the rigor of the process, this type of request is not recommended for smaller, frequent, or trial-and-error work.
- c. Implicit Requests and Approvals: An Implicit Request can originate as a result of an unexpected outcome or situation and is considered a required activity that could not have been predicted earlier. They are commonly used for smaller and frequent scope deviations, as well as those requiring trial-and-error work with unpredictable timeframe for resolution. Examples of such requests include, but are not limited to:
  - Assist in cleaning-up Company's database records.
  - Configuring and testing unplanned solutions to evaluate the various outcome.
  - Modifying the layout of forms or reports based on test results and feedback received.
  - Assisting where Company does not have the available resources to perform some of its tasks.
  - Conducting additional configuration or tests due to Company's data conflicts, inaccurate specifications, omissions, unavailable system access, or any other unpredictable situation beyond TBoxCloud's control.

Due to their higher frequency of occurrence and fluid state, Implicit Approvals are generally not documented ahead of time with specific parameters but rather evidenced by the existence of Email communication showing the requests from Company or work collaboration on the requests between the Parties.

- i. TBoxCloud is not responsible to validate whether the individual requesting or approving any Changes is authorized to do so by Company.
  - ii. Time incurred on Implicit Requests is considered Billable on a Time and Materials basis, regardless of the outcome of the Request or changes in the employment status of the requester, and is documented with the same details as time spent on Explicit Requests.
- d. In the absence of a Company approved Explicit Change Request or written evidence of Implicit Requests, TBoxCloud shall not be bound to perform any additional work.

### 31. DELIVERABLES APPROVAL PROCESS

Unless otherwise stated in the applicable SOW, Company shall Sign-off the Deliverables on the Project Portal by changing the Status of the Deliverable to “**APPROVED**” and typing “**APPROVED**” in the Comments section. Note that Comments cannot be updated or deleted once entered. Sign-offs must be executed:

- i. Within **five** (5) business days following receipt of a project Deliverable and Sign-off Document.
- ii. Within **thirty** (30) business days following the final Deliverable and Sign-off Document.

The standard of review of the Deliverable(s) shall be material conformance with the written acceptance criteria defined in the SOW and approved changes. By the expiration of review period, Company will submit the executed Sign-off Document to TBoxCloud indicating acceptance of the Deliverable(s) (“**Acceptance**”) or specifying in detail how the Deliverable(s) fail to materially conform to the agreed acceptance criteria (“**Non-conformance**”). TBoxCloud shall make corrections on Non-conformant Deliverables and review corrections with Company until Company approves the Deliverable. If Company fails to provide notice of Acceptance or Non-conformance within the agreed timeframe or Company uses the Deliverable in its business, whichever occurs first, the Deliverables shall be deemed to be accepted by Company.

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## MANAGED SERVICES TERMS

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### 32. ACCESS AND SECURITY OF HOSTED SOLUTIONS

As a fully managed service, access to Hosted Solutions is strictly limited: Only TBoxCloud authorized personnel involved in the implementation or support of a Hosted Solution can be authorized to access the Hosted Solution.

Hosted Solutions are protected according to the Security & Compliance Standards set forth at <http://tboxcloud.com/security-compliance> and <https://aws.amazon.com/compliance>, as well as TBoxCloud’s Privacy Statement and Services Description set forth at <http://tboxcloud.com/legal> hereby incorporated into this Agreement.

### 33. SYSTEMS MAINTENANCE AND MONITORING

TBoxCloud performs regular maintenance of its infrastructure and consistently monitors customers’ Hosted Solutions for performance and security.

TBoxCloud will use commercially reasonable efforts to avoid any interruption of Hosted Solutions to perform maintenance.

<http://trust.tboxcloud.com>

### 34. REQUEST FOR CHANGES TO HOSTED SERVICES

Company can request changes to its Hosted Solution including, but not limited to:

1. Functionality enhancement of the current integration(s).
2. New Connectors to integrate with additional systems.
3. Dedicated File Storage.
4. Dedicated Database Storage for Backup or Data Warehousing.
5. SaaS Application Hosting (Oracle, Microsoft Dynamics CRM/GP/AX/SL, Odoo, etc.)
6. SaaS Transformation/Conversion (On Premise-to-Cloud).
7. International requirements.
8. Etc.

Changes to Hosted Services are subject to the execution of a Change Request, Quote/Sales Order, and applicable Statement of Work or Add-on Request.

### 35. FUTURE FUNCTIONALITY

Company agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments regarding future functionality or features.

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## COMMERCIAL TERMS

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### 36. SERVICES FEES

Company agrees to pay TBoxCloud as compensation for the Services, and TBoxCloud agrees to accept as compensation services fees (“**Fees**”) as defined in the applicable Quotes.

Acceptable payment methods are listed under PAYMENT OPTIONS AND BANK ACCOUNT INFORMATION herein.

#### a. PROFESSIONAL SERVICES

- a. Company agrees to pay TBoxCloud the Professional Services fees as defined in the Quote [TBox-2017/...] and in accordance with the Financial Terms.
- b. Any additional explicit or implicit requests as defined under “Change Process” in the Professional Services Agreement may affect the initial estimates.
- c. Retainers are due upon receipt of invoice and prior to project start.

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- d. All other charges are due **Net 30** days from the invoice date.
- b. SUBSCRIPTION
- a. Company agrees to pay TBoxCloud the recurring Subscription fees as defined in the Quote [TBox-2017/...] and in accordance with the Financial Terms.
  - b. Monthly recurring fees are due on the first day of each month, with or without receipt of an invoice.
  - c. Annual payments are due upon service availability.
    - i. Recurring Billing starts on the date the Hosted Solution is provisioned in Sandbox or Production.
    - ii. Monthly plans require automated payment on the first (1<sup>st</sup>) day of each month.
    - iii. Annual plans require automated payment on the first (1<sup>st</sup>) day of the first (1<sup>st</sup>) month the Service is to be provided. Renewals are due on subsequent anniversary days.
    - iv. Automatic Recurring Payments can be setup exclusively by Company, and in total privacy, through their own Bank or on PayPal for Business (ACH or Credit Card). Using these methods, TBoxCloud does not require access to any Company's Bank or Credit Card information.

## 37. FINANCIAL TERMS

- a. A Service-specific Quote (Sales Order) must be executed as a condition to signing up for the Services.
- b. Failure to pay on the due date is considered a material breach of this Agreement and the account is subject to interests at the rate of **1.5%** per month on the invoice total amount. After 10 days following the due date, the Services may be suspended, without terminating the Agreement, until payment is made in full. In addition, TBoxCloud may condition future Services and payment terms shorter than those herein specified.
- c. If TBoxCloud initiates termination of this Agreement due to Company breach, Company shall remain obligated to pay the balance due for the remainder of the Term then in effect.
- d. Pre-approved travel and other expenses (including travel time at TBoxCloud's services rate), if applicable, are additional and will be billed as incurred.
- e. Electronic copy (pdf) of the invoices and expenses are e-mailed by TBoxCloud to Company's Accounts Payable for payments and reimbursement. TBoxCloud will submit invoices bi-weekly or monthly and Company is responsible to inform TBoxCloud if any invoice is missing. Company shall not be relieved from any payment obligation or entitled to any discount as a result of missing or late invoices.
- f. Prices are exclusive of federal, state, excise, sales, service, export, and use, or other similar tax and fees. Company is responsible for paying these taxes unless Company provides a valid state and local exemption certificate.
- g. All purchases are non-cancelable, and fees paid are non-refundable.
- h. Professional Services shall begin on a date to be agreed upon by TBoxCloud and Company.


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## 38. PAYMENT OPTIONS AND BANK ACCOUNT INFORMATION


Please select one the available options.

Please select your preferred Payment method in USD.

<input type="checkbox"/> 	<b>ACH &amp; Wire Transfers</b>	
	<b>Account Name:</b>	TBoxCloud, Inc.
	<b>Account No.:</b>	1894753852
	<b>Bank:</b>	<b>Comerica Bank</b> 4040 Lincoln Boulevard, Marina Del Rey, CA 90292 United States
	<b>Routing/ABA Number:</b>	121137522
	<b>SWIFT Code:</b>	MNBDUS33

<input type="checkbox"/> 	<b>PayPal Business - Bank Transfers</b>	
	<ul style="list-style-type: none"> <li>• No PayPal Business Account Required.</li> <li>• Setup and Process your payments directly with PayPal Business, not TBoxCloud.</li> <li>• You don't need to share your confidential information with us.</li> </ul>	
3% processing fees will be added to Invoices.		

<input type="checkbox"/> 	<b>Credit Card Payments (On-time or Recurring Payments)</b>	
	<ul style="list-style-type: none"> <li>• No PayPal Business Account Required.</li> <li>• Setup and Process your payments directly with PayPal Business, not TBoxCloud.</li> <li>• You don't need to share your confidential information with us.</li> </ul>	
3% processing fees will be added to Invoices.		

<input type="checkbox"/> 	<b>Checks Submissions</b>	
	<b>To The Order Of:</b>	TBoxCloud, Inc.
	<b>For:</b>	PO #: Subscription or Professional Services
	<b>Send Checks to</b>	<b>TBoxCloud, Inc.</b> 3350 Shelby Street, Suite 200, Ontario, CA 91764 United States <b>Attn. Accounts Receivable</b>
5% processing fees will be added to Invoices.		
Payments by Check for subscriptions, which are subject to a 30-day Payment Term, require an initial payment for the first and second month starting on the date the Hosted Solution is provisioned for Production or 30 days from the date of the Agreement, whichever comes first.		

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## 39. NOTICES & INQUIRIES

All notices and inquiries shall be communicated in writing by hand delivery, courier service, or email at the addresses set forth below:

### INVOICES/PAYMENTS

Company		TBoxCloud	
Department:	Accounts Payable	Attention to:	Accounts Receivable
Name:			
Email:		Email:	accountsreceivable@tboxcloud.com
Phone:			
With a copy to:		With a copy to:	cfo@TBoxCloud.com

### LEGAL

Company		TBoxCloud	
Company Name:		Company Name:	TBoxCloud, Inc.
Department:		Department:	Legal
Address:		Address:	3350 Shelby Street, Suite 200 Ontario, CA, 91764 USA
Fax/Email:		Fax/Email:	By Email: legal@TBoxCloud.com
With a copy to:		With a copy to:	By Email: ceo@TBoxCloud.com

## 40. ENTIRE AGREEMENT

The Agreements shall constitute the complete agreement between the parties respecting the subject matter. The Agreements may not be extended, amended, terminated, or superseded except by agreement in writing between the parties. The Agreements supersede all previous agreements between the TBoxCloud and Company, whether oral or written, regarding subject matter hereof. Standard terms and conditions of a Purchase Order or an Invoice or any similar document whether hosted on a party's website or otherwise, shall be ineffective. There is no intended third party beneficiaries to this Agreement unless expressly stated.

IN WITNESS THEREOF, the parties hereto have caused this entire Agreement to be duly executed by their authorized representatives as of the Effective Date written above.

TBoxCloud		Company	
Name:		Name:	
Title:		Title:	
Email :		Email:	
Signed:		Signed:	

