



skie.io Terms and Conditions of Service

These Terms and Conditions of Service ("TOS" or "Terms" or "Agreement") govern all of the services or any of the products available through or in connection with skie.io website (<https://skie.io>) and/or the AOC platform including any utility, application program interface or tools related thereto (hereinafter the "Products and Services" or "Services").

These Terms are a binding agreement between skie.io LLC. and its affiliates ("skie.io") and customers that purchase the right to use any Products and/or Services from skie.io or from skie.io's affiliates, resellers or distributors ("Customer"). Customer and End User (as defined below) shall collectively be referred as "User(s)". skie.io and Customer shall also be referred to as a "Party" or the "Parties" as applicable. You are referred to as "Customer" in this Agreement and we are referred to as "skie.io".

Customer agrees to and is bound by, these Terms by either: (i) executing any separate agreement or document between Customer and the skie.io including but not limited to a fee agreement or any other agreement for rendering skie.io's Service or providing skie.io's Products including any digital copy of an agreement to which Customer agrees online (the "Purchase Order or a "Statement of Work" or "SOW". All agreed Purchase Orders and SOWs are referred to in this Agreement as a "SOW"); (ii) using any of the Products and Services in any form and manner; or (iii) actively agreeing to these Terms by clicking the I Accept Button on the site;. Any use by Customer of the Products and Services without agreeing to these Terms is not agreed to by skie.io and is unauthorized.

These Terms and the use of the terms "you", "user" or "users" are applicable to all types of users of the Products and Services. If you are agreeing to these Terms on behalf of a company or other legal entity, the signatory represents that they have the authority to bind such entity, its affiliates and users to these Terms. In that case, the terms "you" or "your" shall also refer to such entity, and its affiliates, as applicable.

These Terms (including any exhibits attached) and all SOWs or subscriptions thereunder represent the parties' entire understanding regarding the Products and Services and shall control over any different or additional terms of any Customer purchase order or other skie.io ordering document, and no terms included in any such purchase order or other skie.io ordering document shall apply to the Products and Services unless explicitly agreed by both Parties in writing. In the event of a conflict or discrepancy between these Terms and a SOW, the terms of the SOW shall control and prevail. The term SOW also includes any commercial fee agreement or fee web page agreed to by the Customer.

A. Use of the Products and Services

1. Scope of the Service. skie.io shall make commercially reasonable efforts to provide the Products and Services agreed in the SOW or chosen by the Customer as part of its registration on skie.io's website available at <https://skie.io>, in accordance with these Terms. skie.io implements commercially reasonable, industry-standard security measures for protecting Customer data and systems.

skie.io shall provide its standard support and maintenance services to Customers subject to the SLA policy attached to these Terms as **Exhibit A**.

User acknowledges that the Products and Services: (i) do not operate as an archive or file storage service and skie.io does not store all of the Customer Data (as defined below) provided during the Term, and therefore Customer is solely responsible for the backup of its Customer Data, and (ii) may be subject to export control laws applicable to Customer or in Customer's jurisdiction. Without limitation of the foregoing, Customer agrees to comply with all export and import laws, regulations and restrictions of the United States and its agencies or authorities, and shall not export, re-export or permit downloading or viewing or SaaS use of any aspect of the skie.io Site, including any content, in violation thereof, or without all required approvals, licenses and exemptions. Customer may not export, re-export or permit downloading, viewing or use of any aspect of the skie.io software by any person, end-user or entity in, or a national or resident of any country subject to United States export restrictions or embargoes. This Article shall survive termination of this License.

2. Login Credentials to Service. In order to use the Products and Services, Customer will need to open an account ("Account"). As part of the registration process Customers are required to provide certain information and create a password. Users will be able to edit Customer's Account information at any point by adding or removing any information. Users must provide accurate and complete information during the registration process. Customer may choose to authorize Customer's employees and/or contractors to access Customer's Account ("End User(s)"). Each End User shall have its own user identifications and passwords. Customer will be responsible for all End Users added by Customer to Customer Account as well as their compliance with these Terms, and all applicable laws and regulations. Users hereby acknowledge and agree: (i) to keep, and ensure that it will keep the Account login details and credentials including passwords confidential and secured at all times, and otherwise comply with the terms of these Terms; (ii) to remain solely responsible and liable for the activity that occurs in the Account and for any breach of these Terms by its End User(s); (iii) not to share password or other account access information with any other party, temporarily or permanently; and (iv) to promptly notify skie.io in writing if a User becomes aware of any unauthorized access or use of the Account. Customer is solely responsible for managing access and use by End Users accessing

its account. skie.io is not responsible for any security breaches caused by unauthorized access by a User to Customer's account that occurs as a result of such person obtaining access to the account through any Customer source.

3. Cloud Account Information. By providing skie.io with information, data and any other login information or other information regarding Customer's cloud services accounts ("Cloud Account Information") Customer is expressly authorizing skie.io to store and use the Cloud Account Information only for the purpose of providing Customer with the Products and Services. Customer is responsible for the accuracy, integrity and completeness of Customer's Cloud Account Information and for authorizing and enabling skie.io to use Customer's Cloud Account Information. Customer acknowledges and agrees that when skie.io is using the Cloud Account Information skie.io is using such information per Customer's request and on Customer's behalf.

4. License Grant. If so elected by Customer, Customer may install an agent or skie.io software on Customer's premises for the purpose of permitting skie.io to interact with Customers' cloud provider on behalf of Customer (the "Software Agent") or provide services to reduce Customer's cloud costs. Subject to the terms and conditions of these Terms and as part of providing the Services hereunder, skie.io hereby grants Customer, and Customer accepts, a limited, nonexclusive, non-sublicensable, non transferable and revocable license to access and use the Products and Services in the manner specified herein, during the Term (as defined below), solely for (i) Customer's internal business purposes and (ii) providing access to use the Products and Services to its End Users as part of its ongoing business activities only, subject to the restrictions detailed in these Terms.

5. Grant of License to skie.io in Order to Provide the Services. skie.io may not and shall not access any Customer Data (as defined below) stored in Customer's cloud service unless authorized in advance and in writing by Customer or unless required by applicable law (and in such case shall make reasonable efforts to inform the Customer prior to any such activity as reasonably possible and allowed under such applicable law). Subject to the aforementioned, while using the Products and Services, User may provide, upload, import, transmit, post, or make accessible (collectively, "Provide") to skie.io certain data, software and/or information (the "Customer Data"). To the extent that the Customer has any intellectual property rights in the Customer Data, Customer grants skie.io a nonexclusive license to use, process and, to the extent requested by the Customer, store the Customer Data in order to provide the Services hereunder. Customer acknowledges that skie.io is a mere processor of Customer's Data and does not own or control it.

6. Restrictions. User shall only access the Products and Services according to the terms of this Agreement and in connection with its Account. Except as specifically permitted herein, without the prior written consent of skie.io, User shall not, and shall not allow any End User or any other third party to, directly or indirectly: (i) modify, incorporate into or with other software, or create a derivative work of any part of the Products and Services; (ii) sell, license (or sublicense), lease, assign, transfer, pledge, or share Customer's rights under these Terms with or to anyone else; (iii) disclose the results of any testing or benchmarking of the Products and Services to any third party, or use such results for Customer's own competing activities or use the Products and Services in order to build or support, and/or assist a third party in building or supporting, products or services which are competitive to skie.io business; (iv) modify, disassemble, decompile, reverse engineer, revise or enhance the

Products and Services or attempt in any manner, to discover, use or modify the source code or the underlying ideas or algorithms; (v) use the Products and Services in a manner that violates or infringes any rights of any third party, including but not limited to, right of privacy, proprietary rights or intellectual property rights of any third parties, including without limitation copyright, trademarks, designs, patents and trade secrets; (vi) use the Products and Services for purposes or in a manner that would violate applicable data privacy laws or for any other unlawful or inappropriate purpose; (vii) interfere or attempt to interfere with the integrity or proper working of the Products and Services; (viii) use the Products and Services in any other unlawful manner or in any manner not expressly authorized by these Terms. All rights not expressly granted herein by skie.io to Customer are reserved by skie.io.

B. Representations and warranties

Each of skie.io and Customer represents and warrants (a) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization or if Customer is a person, Customer declares he/she is over the age of 18 (eighteen); and (b) that the execution and performance of these Terms will not conflict with or violate any provision of any applicable law.

Customer represents that: (i) it has a full power to execute any agreement between itself and skie.io (ii) the Customer will use the Products and Services in compliance with any applicable laws, including without limitation privacy protection laws, including any applicable laws relating to the collection of information from Customer's End Users, as applicable and necessary under applicable law, it has the full right, authority, permissions, approvals and consents to permit the skie.io to use pursuant to which skie.io may collect non personal, information of Customer's End Users. Customer shall remain solely responsible and liable for, and release the skie.io from, any and all liability arising from, the skie.io's authorized use of the Customer Data as permitted herein.

C. Term and Termination

1. Nothing in these Terms shall be considered as an obligation of the User to use the Products and Services.
2. These Terms shall commence as of the Effective Date (which shall be the Effective Date agreed by the Parties or if no Effective Date was agreed, upon the acceptance of these Terms by Customer and acknowledgment of such acceptance by the skie.io) and shall remain in full force and effect until earlier terminated as set forth below.
3. Notwithstanding the aforementioned, Customer may terminate these Terms or any SOW upon 30 (thirty) days prior written notice.
4. skie.io may terminate any engagement with the Customer upon 30 (thirty) days prior written notice, with or without cause.
5. In addition, skie.io and Customer may terminate these Terms with immediate effect if the other party materially breaches these Terms and such breach remains uncured (to the extent that the breach can be cured) fifteen (15) days after having received written notice thereof, including without limitation, failure to pay applicable Fees as and when due. In the event that either Party becomes liquidated, dissolved, bankrupt or insolvent, whether voluntarily or involuntarily, or shall take any action to be so declared, the other Party shall have the right to immediately terminate these Terms. skie.io shall also have the right to suspend, restrict or freeze Customer's access to and use of the

Products, without terminating this Agreement, in the event Customer fails to pay Fees as and when due. No such suspension by skie.io shall excuse Customer from its obligations to make payments under these Terms and any SOW related to these Terms.

6. If skie.io believes that Customer is using the Products and Services in a manner that may cause harm to skie.io or to any third party, then skie.io may, without prejudice to any other skie.io right under these Terms, including the right to terminate these Terms, suspend Customer's access to and use of the Products and Services until such time as skie.io believes the threat of harm, or actual harm, has passed. Any suspension by skie.io of the Services under this paragraph shall not excuse Customer from its obligation to make payments under these Terms and any SOW related thereto, provided that following any suspension lasting more than 30 days caused by factors outside the control of Customer, Customer shall have the right to terminate the Terms or SOW.
7. In any event of termination of these Terms, all licenses and rights granted hereunder shall immediately expire and any and all use and/or exploitation by User of the Products and Services, or any part thereof, shall immediately cease and expire. Provisions contained in these Terms, that are expressed or by their sense and context are intended to survive the termination of these Terms shall so survive the termination.
8. Upon termination of the Agreement for any reason, Customer shall accept assignment of any AWS, Microsoft Azure or other provider account that is identified to and used exclusively for Customer and shall be responsible for paying all such charges. Customer acknowledges and agrees that if the provider account is not identified to and used exclusively for Customer, that Customer will be responsible for obtaining alternate service upon termination of this Agreement, for any reason.

D. Changes to Products and Services

skie.io may change the Products' and Services' layout and design and the availability of the content and functions included therein or may change the form, features or nature of the Products and Services from time to time and will use commercially reasonable efforts to notify Customer of any material modifications. Notifying the Customer by sending email to the email address provided to skie.io and/or informing of any change on skie.io's website shall be considered as sufficient commercially reasonable efforts under this section. Provided however, that the fee structure shall be fixed through the end of the current contract term and will not be affected by any contract change. For example, an agreed schedule of charging a percentage of savings Customer obtains using the Services will remain the same for the remainder of the term. The actual amounts paid by Customer will vary depending on the agreed percentages and the amount of savings obtained by Customer as a result of using the Services. Services charged on a flat rate would continue to be charged at the same flat rate.

E. Payments and Fees

skie.io fees are dependent on the Services provided in the SOW(s). skie.io fees may be fixed as outlined in the SOW(s) or alternatively, skie.io fees may be based on the actual cost savings it managed to generate to Customer's workload. The agreed fees will be reflected in the applicable SOW.

In consideration for the rights and services granted and/or to be provided under these Terms, Customer shall pay the fees specified under the applicable SOW and in accordance with the payment and other terms specified therein and in these Terms. All fees are exclusive of taxes including sales taxes, levies, duties imposed by taxing authorities or any bank wire and transfer fees, and Customer shall be responsible for payment of all such taxes, levies, duties or wire and transfer fees including any penalties or interest thereon, which accrue or are incurred because of Customer's failure to timely pay those amounts to skie.io or the applicable taxing authority. Customer shall pay all fees in U.S. Dollars or in such other currency as agreed to in writing by the parties. All amounts invoiced hereunder are due and payable within thirty (30) days of the date of the invoice provided by skie.io. All fees and other amounts paid by the Customer under these Terms are nonrefundable. After the first twelve months of this Agreement, unless otherwise specified in the SOW for a multi-year contract, skie.io may modify its prices and fees and apply new fees upon thirty (30) day prior written notice; provided that Customer may terminate the Services with written notice within 15 days of receipt of fee modification notice from skie.io.

Any undisputed fees or other amounts payable under this Agreement remaining unpaid for more than sixty (60) days after the date of the applicable invoice and any disputed Charges or other amounts, after resolution of such dispute in skie.io's favor, remaining unpaid for more than sixty (60) days after the date of such resolution, will bear interest at the rate of 1.5% per month (but in no event in excess of the highest applicable lawful rate of interest).

In the event skie.io incurs out-of-pocket expenses initiated by Customer request, such as travel and travel-related expenses in connection with the performance of the Services which are not included as part of the Attachments in each SOW, Customer will reimburse skie.io for the reasonable and actual out-of-pocket expenses incurred by skie.io within thirty (30) days of receipt of skie.io's invoice, provided that all travel expenses will require the prior written approval of Customer.

F. Advertising

Customer hereby grants skie.io the right to use the name, logo and other identifying marks and descriptions of Customer in skie.io's general marketing activities, including in any sales and marketing materials, customer lists and on skie.io website. Customer, with proper notification, will be available for up to 3 reference calls per quarter.

G. Intellectual Property

1. The Products and Services are not for sale and are and shall remain skie.io's sole property. All right, title, and interest, including any intellectual property rights evidenced by or embodied in, attached, connected, and/or related to the Products and Services and any and all derivative works thereof are and shall remain owned solely by skie.io or its licensors. These Terms do not convey to any User any interest in or to the Products and Services but only, as aforesaid, a limited revocable right to use the Products and Services, in accordance with the terms of these Terms, and nothing herein constitutes a waiver of the skie.io's intellectual property rights under any law. If a User contacts skie.io with

feedback data (e.g., questions, comments, suggestions or the like) regarding the Products and Services (collectively, "Feedback"), such Feedback shall be deemed to be non-confidential and may be implemented in skie's sole discretion into the Products and/or Services and shall be skie.io's sole property. To the extent required Customer shall, and hereby unconditionally and irrevocably assigns to skie.io, all intellectual property rights to any and all Feedback. User are under no obligation to provide skie.io with any Feedback.

2. As between skie.io and Customer, the intellectual property rights and all other rights, title and interest of any nature in and to the Customer Data, are and shall remain the exclusive property of Customer and its licensors, and except as explicitly stated in writing, nothing in these Terms shall be construed as transferring any rights, title or interests thereto to skie.io or any third party. Customer controls access to the Customer Data and has full administrative control over such data, including by its right to view or modify it.

3. The skie.io may collect, disclose, publish and use in any other manner any anonymous and non identifiable information which derives from the use of the Products and Services by the Customer and/or End Users (for example, aggregated and analytics information about the use of the Products and Services, etc.), in order to provide and improve skie.io's Products and Services. Customer agrees that skie.io may identify Customer as a user of the Products and Services and use Customer's trademark and/or logo (i) in sales presentations, promotional/marketing materials, and press releases, and (ii) in order to develop a brief customer profile for use by skie.io on skie.io's website for promotional purposes.

H. Confidentiality.

The parties may provide each other with confidential information and trade secrets, including without limitation, information on their respective organization, business, finances, personnel, services, systems, inventions, pricing structure, proprietary products and processes, transactions and/or business relations (collectively, the "Confidential Information"). The term "Confidential Information" shall not include (i) information generally available to the public through no fault of the other party or which has become part of the public domain through no fault of a party, (ii) information which the receiving party had already had knowledge of through no fault of the receiving party, (iii) is received by receiving party independently and without any confidentiality obligations from a third party, or (iv) information which was independently developed by receiving party without use of, or reference to, the Confidential Information. Further, the receiving party may disclose information to the extent ordered to be disclosed by subpoena, other legal process or requirement of law, after first giving the disclosing party a reasonable opportunity to contest such disclosure requirement. The receiving party will take all reasonable measures necessary to keep the Confidential Information confidential, including without limitation all measures it takes to protect its confidential information of a similar nature. Each party agrees to retain in confidence at all times and to require its employees, consultants, professional representatives and agents to retain ("Representatives") in confidence all Confidential Information disclosed by the other. Each Party and its Representatives shall only use the other's Confidential Information as contemplated by, and in connection with the performance of this Agreement.

I. Indemnification.

1. Customer shall defend, indemnify, and hold harmless skie.io, its licensors, affiliates, distributors and resellers, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, costs and expenses (including reasonable attorney's fees) arising out of or relating to or concerning: (a) Except for Service level credits offered as Customer's sole remedy for the Services to perform in accordance with this Agreement, Customer's or its End User's use of the Services and or Products; (b) breach of these Terms or violation of applicable law by Customer or any of its End Users; (c) any claim involving alleged infringement or misappropriation of third party rights by Customer; (d) any virus, bug, worm, malicious code, or inappropriate or inaccurate contents, materials, links, or advertising, introduced to the Site or the Products by or through Customer. skie.io shall promptly provide Customer with a written notice regarding such claim, however, failure to provide such prompt notice shall not relieve Customer from its indemnification obligations, unless and to the extent such failure to notify prejudiced Customer's ability to defend the claim.

2. skie.io shall defend, indemnify, and hold harmless the Customer, its licensors, affiliates, distributors and resellers, and each of their respective employees, officers, directors, and representatives from and against any claims, damages, losses, costs and expenses (including reasonable attorney's fees) arising out of or relating to any third party claim (a) that the Products or any Services or Customer's use thereof in accordance with these Terms, infringe, misappropriate or violate a third party's intellectual property rights; or (b) concerning violation of applicable law by skie.io provided that Customer shall promptly provide skie.io with a written notice regarding such claim.

I. LIMITATION OF WARRANTY; LIMITATION OF LIABILITY

TO THE EXTENT PERMITTED BY APPLICABLE LAW, OTHER THAN AS EXPLICITLY STATED UNDER THIS AGREEMENT, THE PRODUCTS AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS. COMPANY DOES NOT WARRANT THAT THE PRODUCTS AND/OR THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE PRODUCTS AND SERVICES' OPERATION AND THE SERVICES WILL BE SECURED AT ALL TIMES, UNINTERRUPTED, ERROR FREE, FREE OF VIRUSES, BUGS, WORMS, AND OTHER HARMFUL COMPONENTS INTRODUCED BY THIRD PARTIES OR OTHER PRODUCTS AND SERVICES LIMITATIONS. TO THE EXTENT ALLOWED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL EXPRESS WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OF THE PRODUCTS AND/OR THE SERVICES, RELIABILITY, SYSTEM INTEGRATION, NONINTERFERENCE, AND/OR FITNESS FOR A PARTICULAR PURPOSE. COMPANY WILL NOT BE LIABLE OR RESPONSIBLE FOR:

(a) ANY TECHNICAL PROBLEMS OF THE INTERNET (INCLUDING WITHOUT LIMITATION SLOW INTERNET CONNECTIONS OR OUTAGES) OR OUTAGES OR DELAYS BY AWS, MICROSOFT AZURE OR ANY OTHER THIRD PARTY PROVIDER; AND/OR (b) ANY ISSUE THAT IS ATTRIBUTABLE TO CUSTOMER'S HARDWARE OR SOFTWARE OR CUSTOMER'S INTERNET OR DATA SERVICE PROVIDER OR FORCE MAJEURE EVENTS. COMPANY DOES NOT OFFER A WARRANTY OR MAKE ANY REPRESENTATION REGARDING ANY CONTENT, REPORTS, INFORMATION, BUSINESS

DECISION OR RESULTS THAT CUSTOMER OBTAINS THROUGH USE OF THE PRODUCTS AND SERVICES (COLLECTIVELY, "REPORTS"), OR THAT THE REPORTS ARE COMPLETE, ERROR FREE, MEET CUSTOMER'S REQUIREMENTS OR OPTIMIZE COMPANY RESULTS. COMPANY SHALL NOT BE RESPONSIBLE FOR UNAUTHORIZED ACCESS TO OR ALTERATION TO THE CUSTOMER DATA TO THE EXTENT THAT SUCH ACCESS OR ALTERATION IS NOT DUE TO COMPANY'S WILFUL MISCONDUCT OR GROSS NEGLIGENCE.

EXCEPT FOR THE OBLIGATION TO INDEMNIFY AGAINST LOSS FROM THIRD PARTY CLAIMS FOR DEATH AND BODILY INJURY CAUSED BY THE INDEMNIFYING PARTY, OR THIRD PARTY CLAIMS FOR INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY CAUSED BY THE ACTS OF THE INDEMNIFYING PARTY, AND CLAIMS FOR MISAPPROPRIATION OR MISUSE OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR CONFIDENTIAL INFORMATION, NEITHER PARTY, ITS LICENSORS, AFFILIATES, DISTRIBUTORS AND RESELLERS SHALL BE LIABLE WHETHER UNDER CONTRACT, TORT OR OTHERWISE, TO CUSTOMER OR ANY THIRD PARTY (INCLUDING THE CUSTOMER'S USERS) FOR ANY LOSS OR DAMAGE, INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO, ANY LOSS OR DAMAGE TO BUSINESS EARNINGS, LOST PROFITS OR GOODWILL AND LOST OR DAMAGED DATA OR DOCUMENTATION), SUFFERED BY ANY PERSON, ARISING FROM, RELATED WITH, AND/OR CONNECTED TO, ANY USE OF OR INABILITY TO USE THE PRODUCTS AND/OR THE SERVICES, EVEN IF A PARTY HAS BEEN ADVISED OF POSSIBILITY OF SUCH DAMAGES. OTHER THAN IN EVENTS OF WILFUL MISCONDUCT (INCLUDING FAILURE TO PAY ANY AMOUNTS PAYABLE TO COMPANY HEREUNDER), IN NO EVENT, EXCEPT THE OBLIGATION TO INDEMNIFY AGAINST THE THIRD-PARTY CLAIMS IDENTIFIED ABOVE, SHALL EITHER PARTY'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO COMPANY UNDER THE APPLICABLE PURCHASE ORDER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. INASMUCH AS SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OR LIMITATIONS AS SET FORTH HEREIN, THE FULL EXTENT OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY.

NOTHING IN THESE TERMS SHALL LIMIT OR EXCLUDE A PARTY'S LIABILITY TO THE OTHER PARTY:

- FOR DEATH OR PERSONAL INJURY CAUSED BY ITS ACTS OR OMISSIONS;
- FOR FRAUDULENT MISREPRESENTATION;
- FOR ANY OTHER LIABILITY THAT, BY LAW, MAY NOT BE LIMITED OR EXCLUDED.

J. MISCELLANEOUS.

These Terms represent the complete agreement concerning the subject matter hereof and may be amended only by a written agreement executed by both skie.io and Customer. If any provision of these Terms is held to be unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable. Neither party may assign its rights or obligations under these Terms without the prior written consent of the other party. Notwithstanding the foregoing, either Party may assign the

Agreement without the consent of the other in connection with any merger (by operation of law or otherwise), consolidation, reorganization, change in control or sale of all or substantially all of its assets related to this Agreement or similar transaction. These Terms shall be governed by and construed under the laws of the State of North Carolina, without reference to principles and laws relating to the conflict of laws. The competent courts located in Mecklenburg County, North Carolina shall have the exclusive jurisdiction with respect to any dispute and action arising under or in relation to this Agreement. The parties agree to submit any dispute arising under this Agreement which is not resolved by agreement of the parties to binding arbitration for final resolution. Arbitration shall be held in Mecklenburg County North Carolina pursuant to American Arbitration Association rules of procedure. The parties will agree on a single arbitrator to conduct the proceeding. If the parties cannot agree on an arbitrator within 60 days, each party shall select an arbitrator, and the arbitrators selected shall select a third arbitrator; and the arbitration shall be conducted by the panel of three arbitrators. Either party may declare an impasse in negotiations and submit a dispute to arbitration. This Agreement does not, and shall not be construed to create any relationship, partnership, joint venture, employer, employee, agency, or franchise or franchisee relationship between the Parties. skie.io will not be liable for any delay or failure to provide the Services resulting from circumstances or causes beyond the reasonable control of the skie.io (i.e., force majeure events). These Terms may be executed in electronic counterparts, each of which counterpart, when so executed and delivered, shall be deemed to be an original and all of which counterparts, taken together, shall constitute but one and the same agreement. Notices to either party shall be deemed given (a) four (4) business days after being mailed by airmail, postage prepaid, (b) the same business day, if dispatched by facsimile or electronic mail before 3:00 pm (North Carolina time) and sender receives acknowledgment of receipt, or (c) the next business day, if dispatched by facsimile or electronic mail after 3:00 pm (North Carolina time) and sender receives acknowledgment of receipt. Notices shall be addressed to each party's addresses as first mentioned above, or at such other address as it shall have notified the other pursuant to the provisions of this section.

Amendments and Modifications: skie.io may post modifications to this License Agreement and its Privacy Policy on the skie.io Site from time to time. Customer may terminate this Agreement and receive a refund of unused License Fee amounts if it notifies skie.io within thirty (30) days after such posting that it objects to the revised terms. Continuation of use of the skie.io Site without termination shall be deemed to be acceptance of any revisions. Provided however that Customer acknowledges and agrees that it will continue to be responsible for any third-party obligations, including without limitation, commitments to cloud providers made

The parties agree skie.io may suffer irreparable harm if the terms of this Agreement relating to indemnities and intellectual property are breached. Consequently, the parties hereby agree that in such a breach event, skie.io shall be entitled, in addition to such monetary relief, fees and expenses (including without limitation, attorneys' fees, expert fees, and other professional fees and costs) as may be recoverable by law, but also be entitled to temporary, preliminary and/or permanent injunctive relief as may be necessary to restrain any threatened, continuing, or further breach by the Customer.

K. SIGNATURES

IN WITNESS WHEREOF, each of skie.io and Customer have caused this Agreement to be signed and delivered by its duly authorized representatives.

<p>Customer</p> <p>Name: _____</p> <p>Title: _____</p> <p>Address: _____ _____</p> <p>Signature:</p> <p>Contact Name: _____</p> <p>Contact email: _____</p> <p>Contact Phone: _____</p>	<p>skie.io</p> <p>Name: Sal Jamil</p> <p>Title: CEO</p> <p>Address: 6000 Fairview Rd, Suite 1200 Charlotte, NC 28210</p> <p>Signature:</p>
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Exhibit A
SKIE.IO SLA TERMS

- Except for terms defined herein, capitalized terms used and not defined herein shall have the meanings as set forth in the Terms.
- During the term of the Terms, skie.io will provide Customer access to the SaaS production application on a twenty four hour, seven days a week (24x7) basis at a rate of 99.99% (“SaaS Services Uptime Metric”), provided however that downtime caused by Customer, third-party providers or force majeure causes, are excluded from the SaaS Services Uptime Metric calculation. The SaaS Services Uptime Metric shall commence on the Effective Date (as defined in the Terms).
- The following definitions apply to this SLA:
 - **“Downtime Event”** means the time in which a skie.io Service is unavailable to the Customer as measured and determined solely by skie.io based on its servers. Downtime Events include only events within skie.io’s responsibility and control (as further described below in the Other SLA Exclusions provision). Downtime Events also exclude: planned downtime events announced in advance by skie.io, including without limitation, for periodic upgrade and maintenance; and/or any time where skie.io is awaiting information from the Customer or awaiting Customer confirmation that the Service has been restored.
 - **“Downtime Period”** means the number of minutes in a calendar month during which skie.io Service is unavailable to the Customer due to Downtime Event(s).
 - **“Uptime”** means the total number of minutes in a calendar month minus the Downtime Period, divided by the total number of minutes in a calendar month and multiplied by 100.
 - **“Service Credit”** monetary credit due to the Customer as a result of Downtime Period, applied to future use of the Services and will be deducted from Customer's next billing cycle/invoice, as detailed in the following table:

Uptime	SaaS Service Credit
Between 99.0% 99.5%	10%
Below 99.0%	30%

- Service Credit Eligibility

If the Uptime is less than 99.5%, then the Customer will be eligible to receive a Service Credit as detailed in the table above. In order to receive any of the Service Credits described above, the Customer must notify skie.io technical support team within thirty (30) days from the time on which the Customer becomes eligible to receive Service Credits. Failure to comply with this requirement will forfeit such Customer’s right to receive Service Credits.

- Maximum Service Credits

The aggregate maximum Service Credits to be issued by skie.io to Customer for any and all Downtime Periods that occur in a single calendar month shall not exceed 30% of the amount due by Customer for the Services provided to it during the applicable month. THE CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT ITS RIGHT TO RECEIVE SERVICE CREDITS AS SPECIFIED ABOVE CONSTITUTES ITS SOLE AND EXCLUSIVE REMEDY FOR ANY DOWNTIME EVENTS.

- Customer Support

Customer may contact Customer support via email or phone (as needed and by prior coordination) in accordance with skie.io policy which may be amended from time to time.

- Other SLA Exclusions:

DOWNTIME EVENTS DO NOT INCLUDE DOWNTIME THAT : (I) WAS EXPLICITLY EXCLUDED UNDER THIS SLA; OR (II) WAS CAUSED BY FACTORS BEYOND SKIE'S REASONABLE CONTROL, INCLUDING, FORCE MAJEURE EVENTS OR (III) RESULTED FROM CUSTOMER'S SOFTWARE OR HARDWARE, AS WELL AS ANY EVENTS CAUSED BY THE CUSTOMER'S OWN MANAGEMENT OR MISUSE OF THE SERVICES AND PRODUCTS; OR (IV) RESULTED FROM ABUSES OR OTHER BEHAVIORS ON BEHALF OF THE CUSTOMER THAT VIOLATE THE AGREEMENT; OR (V) RESULTED FROM THE ACTS OR FAILURES OF UNRELATED THIRD PARTIES OR (VI) RESULTED FROM DOWNTIME OF THE CLOUD SERVICE PROVIDER. SKIE IS NOT RESPONSIBLE FOR AND DOES NOT WARRANT THE ACTS OR OMISSIONS OF ANY THIRD PARTY SUPPLIERS. CUSTOMER ACKNOWLEDGES AND AGREES THAT ANY DOWNTIME CAUSED BY FORCE MAJEURE EVENTS, CUSTOMER'S OWN ACTS, OMISSIONS, AND OR THIRD PARTY SUPPLIERS IS NOT SUBJECT TO SERVICE CREDITS OR TO ANY WARRANTY OR REMEDY AGAINST SKIE.