



# MASTER SERVICE AGREEMENT

This Master Service Agreement (“MSA”) is between Nimbus Enterprises and its subsidiaries (“Nimbus Enterprises”) and Customer (as defined below) is made as of October 22, 2022 (the “Effective Date”) and shall continue in effect until October 22, 2025 (the “Expiration Date”)

CUSTOMER ACKNOWLEDGES THAT IT HAS READ, UNDERSTANDS, AND AGREES TO THE MSA. THE SIGNERS OF THE MSA REPRESENT THAT THEY HAVE THE AUTHORITY TO BIND THEIR RESPECTIVE ENTITY.

## 1. NIMBUS ENTERPRISES’S RESPONSIBILITIES TO CUSTOMER

1.1 **Provide Services to Customer.** Nimbus Enterprises will provide: (a) access to and use of software-as-a-service for Nimbus Enterprises software applications, which includes the attendant documentation, developer documentation, user interface, proprietary associated tools, and programming (together known as the “Subscription Services”), to Customer’s employees, contractors, and/or authorized agents (“Authorized Users”) on Customer’s behalf as may be detailed in a service order (“SO”); (b) all strategic services, enablement, configuration, customization, integration, data import, export, extraction, monitoring, technical assistance, maintenance, training, or other services (“Professional Services”) detailed in a SO or Statement of Work (“SOW”). Subscription Services and Professional Services are referred together as “Services.”

1.2 **Meet Service Level Commitments.** Nimbus Enterprises provides its Subscription Services according to its Service Level Agreement (“SLA”) (<https://NimbusEnterprises.com/service-level-agreement>) and, if applicable, the service tier selected by Customer. The SLA also describes Customer’s remedies if Nimbus Enterprises cannot meet its SLA commitments. The SLA remedies are the sole remedy for SLA issues and are not material breaches of this MSA.

1.3 **Keep Subscription Services Updated.** Nimbus Enterprises continually improves and refines its Subscription Services to support or enhance (a) the quality, delivery, or security of the Subscription Services; (b) increase the competitive strength of the Subscription Services; or (c) improve the efficiency or performance of the Subscription Services. Nimbus Enterprises’s changes will not materially degrade the performance of the Subscription Services. Except for changes made by a Social Media Network (as defined below), if Nimbus Enterprises removes features or functionality provided in Customer’s SO, the parties will negotiate an amendment to the SO. If the parties cannot reach an agreement, Customer may terminate the relevant SO under Section 11.3 (Termination for Cause).

1.4 **Incorporate Certain Third-Party Applications.** Nimbus Enterprises offers Customer the ability to use/integrate Nimbus Enterprises-approved third-party applications (“Third-Party Application(s)”) within certain of its Subscription Services (Customer may have to enter into separate agreements or consents with the Third-Party Applications). At Customer’s request, Nimbus Enterprises will work with Customer to integrate approved Third-Party Applications. Nimbus Enterprises has discretion to control how much data a Third-Party Application may call and/or ingest from the Subscription Services to maintain the security, efficacy, speed, integrity, and operability of the Subscription Services. Customer gives Nimbus Enterprises permission to allow Customer-selected Third-Party Applications to have access to Customer Data (as defined below) as is necessary for the operation of the Third-Party Application with the Subscription Services. Customer will not integrate any third-party applications into the Subscription Services without obtaining Nimbus Enterprises’s prior written consent. Nimbus Enterprises is not responsible for any issues (including data privacy), breaches, or operability of Third-Party Applications. Any issues attributable to a Third-Party Application are not MSA breaches by Nimbus Enterprises. For the avoidance of doubt, this section only covers incorporation of third-party applications. It does not cover or control ingestion of data from third-party sources.

1.5 **Customer’s Affiliate Applications.** This MSA shall apply to any Affiliate of Customer that signs a SO/SOW that references this MSA, the term “Customer” in this MSA refers to the Affiliate signing the SO/SOW.

## 2. CUSTOMER’S RESPONSIBILITIES TO Nimbus Enterprises

2.1 **Customer Is Responsible for Its Authorized Users.** Customer is responsible for: (a) the actions and omissions of each of its Authorized Users’ use of the Subscription Services; and (b) ensuring that its Authorized Users secure their access and

passwords to the Subscription Services. Customer is responsible for any losses, damages, costs, expenses, or claims that result from stolen, lost, or phished passwords of Customer's Authorized Users or from any security breaches that result from Customer's action or omissions with respect to systems and processes controlled by Customer. Customer shall notify Nimbus Enterprises immediately of any known or suspected phishing attempt, password compromise, and/or breach of its security and shall use best efforts to stop said breach. Authorized User credentials are for one person only and cannot be shared or used by more than one individual (but may be reassigned, in its entirety).

**2.2 Customer Will Comply with Social Media Network Terms.** When Social Media Content is part of a Subscription Service, Customer will comply with the terms of service and/or use of a Social Media Network. "Social Media Network" means social media providers such as Twitter, Facebook, Instagram, Google, WhatsApp, and other providers and websites that solicit content from users, make such content available for resyndication or publication via their application programming interface ("API"), and are used by Customer and Authorized Users through the Subscription Services. Nimbus Enterprises does not control the Social Media Networks, and content posted by third parties to a Social Media Network ("Social Media Content") is not created or edited by Nimbus Enterprises (unless done on behalf of the Customer as part of negotiated Professional Services in a SOW). Nimbus Enterprises has no responsibility or liability for Social Media Networks and/or Social Media Content.

**2.3 Customer Agrees to Abide by Usage Limits.** Each SO defines specific usage rights and/or limits for the Subscription Services. If Nimbus Enterprises finds that Customer has exceeded its usage rights or limits and once Nimbus Enterprises notifies Customer of excessive use, Customer agrees to pay Nimbus Enterprises additional fees for such unauthorized and/or additional usage.

**2.4 Customer Shall Not Misappropriate the Services.** Customer shall not or give access to a third-party to copy or republish, reverse engineer, decompile, disassemble, or otherwise attempt to derive or copy the source code of the Services or its features and tools for any reason; or (b) engage in any web scraping, API scraping, or data scraping of the Subscription Services.

**2.5 Comply with All Applicable Laws.** Customer will comply with all laws applicable to Customer, including, without limitation, laws governing the protection of personally identifiable information and other laws applicable to data protection and privacy.

### 3. CUSTOMER DATA

#### 3.1

**Customer's Ownership of Customer Data.** Customer owns right, title, and interest to Customer Data and is responsible for its Customer Data. "Customer Data" means data in electronic form or information submitted by Customer, Customer's Authorized Users, and/or by Customer's customers/end users. Customer Data also includes any Customer provided software, logos, or other Customer owned materials inserted or added to the Subscription Services (e.g., headers, footers, sidebars, graphics). For the avoidance of doubt, *public-facing* Social Media Content (this does not include direct messages) is not Customer Data, given that Nimbus Enterprises is ingesting such data into its Services via Social Media Network APIs and not from Customer.

**3.2 License of Customer Data to Nimbus Enterprises.** Customer grants to Nimbus Enterprises a limited, non-exclusive, sublicensable, worldwide, and royalty-free license to use Customer Data to provide Services to Customer, to monitor the Services, and/or improve the Services for Customer. Nimbus Enterprises may also use Anonymized Data to improve the Services generally. "Anonymized Data" refers to data, which includes Customer Data, with the following removed in such a way that it can no longer reasonably identify a particular individual or Customer: personally identifiable information, the names and addresses of Customer, and any of Customer's users or customers.

**3.3 Nimbus Enterprises Use of Customer Data.** Nimbus Enterprises will only: (a) use Customer Data to provide, monitor, and/or improve the Services; and (b) share Customer Data with Nimbus Enterprises subprocessors that are subject to a nondisclosure agreement or with Third-Party Applications. Nimbus Enterprises may disclose Customer Data if required by law or governmental authority. Nimbus Enterprises shall give Customer prompt notice (unless such notice is legally prohibited) of any such legal or governmental demand and reasonably cooperate with Customer (at Customer's expense) in any effort to seek a protective order or otherwise to contest such required disclosure.

### 4. Nimbus Enterprises INTELLECTUAL PROPERTY

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#### 4.1 Ownership of the Services. Nimbus

Enterprises owns and retains right, title, and interest in and to the Services. Customer has no intellectual property license or

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components are protected as or by trade secrets, copyrights, patents, and/or other laws.

4.2 **Feedback.** “Feedback” refers to any suggestion or idea for improving or otherwise modifying any of Nimbus Enterprises’s products or services that Customer, Authorized Users, or end users provide to Nimbus Enterprises, and nothing in this MSA or in the parties’ dealings arising out of or related to this MSA restricts Nimbus Enterprises’s right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Customer, the Authorized User, or end user in question. Nimbus Enterprises will not disclose Customer’s Confidential Information (as defined below) to implement such Feedback.

## 5. DATA PROTECTION & SECURITY

5.1 **Data Protection.** The parties agree to the Data Protection Agreement (“DPA”) that is incorporated by reference into this MSA (see <https://Nimbus Enterprises.com/legal/data-protection-privacy>).

5.2 **Security.** Nimbus Enterprises will conduct an annual SSAE 18 SOC audit and/or maintain ISO 27001 certification during the term of the MSA. Nimbus Enterprises will also maintain technical and organizational measures to ensure a level of security appropriate for the Services. Nimbus Enterprises outlines its security practices online at <https://Nimbus Enterprises.com/Nimbus Enterprises-security>.

## 6. CONFIDENTIAL INFORMATION

6.1 **Confidential Information.** “Confidential Information” is: (a) Customer Data; (b) any document the disclosing party marks “Confidential;” (c) the Services documentation (including developer documents) and support tools (even if not marked confidential); and (d) any other nonpublic, sensitive information the receiving party should reasonably consider a trade secret or otherwise confidential. Confidential Information does not include information that: (i) is in the receiving party’s possession at the time of disclosure without obligations of confidentiality; (ii) is independently developed by the receiving party without use of or reference to Confidential Information; (iii) is or becomes known or disclosed publicly, before or after disclosure to the receiving party, other than as a result of the receiving party’s improper action or inaction; or (iv) is approved for release in writing by the disclosing party.

6.2 **Exception to Confidentiality of This MSA.** This MSA and its SOs/SOWs may be disclosed in confidence to legal counsel or professional advisors who need to know in context of a merger, financing, audit, or similar transaction.

6.3 **Nondisclosure & Non-Use.** Each party shall only use the other party’s Confidential Information in connection with the Services. The receiving party: (a) shall not disclose Confidential Information to any employee or contractor of the receiving party unless such person needs access to such information as part of their job and is bound to this confidentiality clause; and (b) shall not disclose Confidential Information to any other third party without the disclosing party’s prior, written consent. Further, the receiving party shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. The receiving party shall promptly notify the disclosing party of any misuse or misappropriation of Confidential Information that comes to the receiving party’s attention. However, the receiving party may disclose Confidential Information if required by law or governmental authority. The receiving party shall give the disclosing party prompt notice (if legally permissible) of any such demand and reasonably cooperate with the disclosing party, at the disclosing party’s expense, in any effort to seek a protective order or otherwise to contest such required disclosure.

6.4 **Injunction.** The parties agree that breach of this confidentiality section may cause irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, the disclosing party is entitled to seek injunctive relief against the breach or threatened breach, without proving actual damage or posting a bond/security.

6.5 **Retention of Rights.** Each party retains right, title, and interest in and to all its Confidential Information. The parties do not transfer ownership of Confidential Information or grant a license to such information unless specified in this MSA.

## 7. PAYMENT & SERVICE CREDITS

7.1 **Fees.** Customer shall pay Nimbus Enterprises the fee provided in each SO (the “Subscription Fee”) and/or fees in each SOW



SERVICES, PRACTICES, OR FUNCTIONALITY.

## 9. INDEMNIFICATION

**9.1 Nimbus Enterprises Obligations to Indemnify Customer.** Nimbus Enterprises shall defend, indemnify, and hold harmless Customer and Customer Associates (as defined below) against any third-party claim, suit, or proceeding alleging that: (a) Nimbus Enterprises has breached its obligations under this MSA or DPA; and (b) the Services infringe any intellectual property rights of a third party. Nimbus Enterprises's indemnification obligation does not apply to portions of the Services: (a) not provided by Nimbus Enterprises; (b) made in whole or part in accordance with Customer's specifications or modifications; or (c) where Customer's use of the Services is not in accordance with this MSA or related SO/ SOW. "Customer Associates" are Customer's officers, managers, directors, shareholders, parents, subsidiaries, agents, employees, contractors, successors, and assigns.

**9.2 Customer Obligations to Indemnify Nimbus Enterprises.** Customer shall defend, indemnify, and hold harmless Nimbus Enterprises and Nimbus Enterprises Associates (as defined below) against any third party claim, suit, or proceeding arising out of or related to: (a) Customer's alleged or actual misuse of the Services or violation of this MSA or DPA; (b) claims related to Customer's unauthorized disclosure or exposure of personally identifiable information or other private information; (c) Customer Data; (d) infringement claims related to Customer's use of Social Media Content; and (e) claims that use of the Services through Customer's account harasses, defames, defrauds, unlawfully surveils a third party, or violates any law or restriction applicable to Customer on electronic advertising. Customer's indemnification obligation does not apply to the extent the indemnification claim is related to Nimbus Enterprises's breach of this MSA. "Nimbus Enterprises Associates" are Nimbus Enterprises's officers, managers, directors, shareholders, parents, subsidiaries, agents, employees, contractors, successors, and assigns.

**9.3 Indemnification Procedure.** These indemnification obligations are subject to the following conditions: (a) prompt written notice from one party to the other; (b) complete control of the defense and settlement by the indemnifying party (provided that the indemnifying party may not settle any claim without the indemnified party's consent, which may not be unreasonably withheld); and (c) reasonable cooperation by the indemnified party. The indemnifying party's obligations in this section include retention and payment of attorneys and payment of court costs, as well as settlement at indemnifying party's expense and payment of judgments. The indemnified party will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations.

**9.4 Exclusive Remedy.** This indemnification section provides the indemnifying party's sole liability to and the indemnified party's exclusive remedy against the other party for any claims described in this section.

## 10. LIMITATION OF LIABILITY

**10.1 Mutual Liability Cap.** EXCEPT FOR LIABILITY FOR BREACH OF: SECTION 4 (Nimbus Enterprises INTELLECTUAL PROPERTY); SECTION 5 (DATA PROTECTION & SECURITY); SECTION 6 (CONFIDENTIAL INFORMATION); SECTION 7 (PAYMENT OF FEES AND EXPENSES); AND SECTION 9 (INDEMNIFICATION), NEITHER PARTY'S CUMULATIVE LIABILITY FOR DIRECT DAMAGES FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THIS MSA SHALL EXCEED THE AMOUNT PAID OR PAYABLE BY THE CUSTOMER FOR THE SERVICE IMPLICATED DURING THE 12 MONTHS PRIOR TO THE EVENT THAT TRIGGERS LIABILITY.

**10.2 Excluded Damages.** TO THE EXTENT PERMISSIBLE BY LAW, NEITHER PARTY SHALL BE LIABLE FOR LOST PROFITS OR LOSS OF BUSINESS OR FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES, EXCEPT FOR LIABILITY RELATED TO BREACH OF INTELLECTUAL PROPERTY.

**10.3 Clarifications & Disclaimers.** THE LIABILITIES LIMITED IN THIS SECTION APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; AND (c) EVEN IF A PARTY IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE.

## 11. TERM, SUSPENSION, & TERMINATION

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**11.1 Term.** The MSA's term (the "Term") begins on the Effective Date and continues for the period noted in each SO/SOW under this MSA.

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**11.2 Suspension for Ongoing Harm.** Nimbus Enterprises may suspend the Services if Nimbus Enterprises reasonably concludes that Customer or another third-party's access to or use of the Services is causing immediate and ongoing harm to Nimbus Enterprises, Customer, or others. In this extraordinary case, Nimbus Enterprises agrees to immediately notify Customer and use its best efforts to work with Customer to resolve the issue. Nimbus Enterprises shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or related to such suspension.

**11.3 Suspension for Non-Payment.** Except for disputed Fees that the parties are actively trying to resolve, if Customer fails to timely pay Nimbus Enterprises, Nimbus Enterprises may, without limiting its other remedies, suspend the Services without liability to Customer after Nimbus Enterprises provides written notice to Customer with 10 days to cure.

**11.4 Termination for Cause.** Either party may terminate the MSA for cause by providing written notice to the other party detailing the date and nature of the material breach. Termination will be effective 30 days after the notice is sent unless the other party cures the material breach. If Nimbus Enterprises terminates this MSA for cause, then Customer shall pay Nimbus Enterprises, within 30 days of termination, all remaining Fees due under this MSA, SO, and SOWs. If Customer terminates this MSA for cause, Nimbus Enterprises shall refund Customer all unused, pre-paid amounts for Professional Services and a pro-rata portion of pre-paid Subscription Fees for the rest of the term under the SO being terminated. Either party may terminate this MSA and all SOs/SOWs if the other party becomes insolvent or ceases to conduct business without a successor.

**11.5 Effects of Expiration or Termination.** Upon the MSA's expiration or termination, Nimbus Enterprises will cease providing Services and Customer shall cease using the Services and delete, destroy, or return all copies of the Services documentation in its possession or control. The following survive expiration or termination: (a) any obligation of Customer to pay fees or amounts incurred before expiration or termination; and (b) any provision of this MSA that expressly or by implication is intended to survive termination. If only a SO/SOW is terminated, the other SOs/SOWs will remain in effect and this section will only apply to the terminated or expired SO/SOW.

**11.6 Transition Assistance.** Within 30 days of a SO's expiration or termination involving Nimbus Enterprises's community software, Nimbus Enterprises will, if Nimbus Enterprises has not already done so on behalf of Customer, provide to Customer, at 1 time only and for no charge, Customer's community content in standard industry format. For Nimbus Enterprises's other Services, Customer should access reporting, data, or exports (if any) during a SO's Term. The data will not be available for download after the end of a SO's Term. Customer agrees that downloadable content may only be available for extraction or downloading from certain Services for the most recent 18 months. Nimbus Enterprises may provide additional transition assistance at Nimbus Enterprises's standard rates for Professional Services.

**11.7 Data Deletion.** After a SO expires or terminates, Nimbus Enterprises will immediately suspend access to the Services. 30 any suspdeanyssioanf,teKrhros will permanently erase Customer Data and decommission Customer's account.

## 12. MISCELLANEOUS

**12.1 Insurance.** Nimbus Enterprises will maintain commercially appropriate levels of insurance during the term of this MSA. provide kltorpyosfhiasllcurrent insurance certificate to Customer upon written request.

**12.2 Independent Parties.** The parties are independent from each other and neither is the representative or agent of the other; accordingly, neither may make commitments on the other's behalf.

**12.3 Auto-Renewal:** This Agreement shall automatically renew for successive periods of one year unless either party provides written notice of termination at least 30 days prior to the end of the current term. The renewal term shall be subject to the same terms and conditions as the original term, unless otherwise agreed upon in writing by both parties.

**12.4 Termination for Convenience.** This Agreement may be terminated by either party, without cause, upon 30 days prior written notice to the other party. Upon such termination, neither party shall have any further obligation or liability to the other party except for any obligations or liabilities that have accrued prior to the effective date of termination."

**12.5 Termination for Cause:** If either party breaches any material term or condition of this Agreement, the non-breaching party may terminate this Agreement upon 30 days prior written notice to the breaching party. The notice shall specify the breach and the effective date of termination. If the breach is capable of remedy, the breaching party shall have 10 days from receipt of the notice to remedy the breach. If the breach is not remedied within such time, the termination shall become

effective without further notice.

12.6 **Notices.** Nimbus Enterprises will send notices under this MSA to Customer's email contact provided in a SO/SOW. send notices to the email address provided in the MSA to legal@Nimbus Enterprises.com and to its Nimbus Enterprises customer success manager. Notices are considered received on the date that they are sent.

12.7 **Force Majeure.** No delay, failure, or default (other than a failure to pay Fees when due) will constitute a breach of this MSA to the extent caused by acts of war, terrorism, hurricanes, pandemics, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, changes in accessibility or terms of use of Social Media Networks, failure of third-party networks or services, failure of the public internet, or other causes beyond the performing party's reasonable control.

**12.8 Assignment & Successors.** Neither party may assign this MSA, or any of its rights or obligations, without the other party's express written consent. However, either party may assign this MSA pursuant to a merger, consolidation, or sale of substantially all its assets; provided however that Customer may not assign this MSA to any of Nimbus Enterprises's competitors.

**12.9 Severability.** To the extent allowed by law, the parties waive any provision of law that would render any clause of this MSA invalid or otherwise unenforceable. If a provision of this MSA is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent allowed by applicable law, and the remaining provisions of this MSA will continue in full force and effect.

**12.10 No Waiver.** Neither party waives any of its rights under this MSA by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this MSA constitutes a waiver of any other breach of this MSA.

**12.11 Choice of Law & Jurisdiction.** This MSA and all related claims are governed by the laws of the State of Texas and applicable US federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Austin, Travis County, Texas.

**12.12 Conflicts.** The MSA's terms govern if there is a conflict between the MSA and: (a) any Nimbus Enterprises policy posted online; (b) any Customer-related terms and conditions not in this MSA or SO/SOW, whether on Customer's website or in vendor agreements; and/or (c) any Customer purchase order issued prior to or after the MSA. The terms in the DPA and the SO/SOW govern over the MSA's terms.

**12.13 Technology Export.** Customer shall not: (a) allow any third party to access or use the Application in violation of any US law or similar applicable regulation; or (b) allow any third party to access or use the Application in, or export such software to, a country subject to a US embargo.

**12.14 Publicity.** With Customer's prior, written permission, Nimbus Enterprises may name Customer as a customer and use Customer's name, logo, and trademark in Nimbus Enterprises's promotional materials. Customer may request that Nimbus Enterprises stop doing so by sending an email to [marketing@Nimbus Enterprises.com](mailto:marketing@Nimbus Enterprises.com). For the community Application, Nimbus Enterprises may use Customer's name and logo and each page shall contain a link to Nimbus Enterprises's website through Nimbus Enterprises's logo.

**12.15 Entire MSA.** This MSA and any related SO/SOW is the entire agreement of the parties and supersedes all prior or contemporaneous writings, written or oral negotiations, and oral discussions with respect to its subject matter. Customer agrees that Customer is not entering into this Agreement or any SO/SOW based on the future provision of any functionality of or integration to the Services.

**12.16 Amendments.** This MSA may not be amended except by a written agreement signed by both parties that specifically references this MSA and is titled as an amendment. Customer's purchase orders, vendor agreements and terms, online agreements, policies, or similar documents and terms, even if signed after this MSA and any SO/SOW, are not considered part of this MSA irrespective of what such orders, policies, and agreements provide about precedence.

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Customer Name: Potrero Labs, Inc.

**This MSA is agreed to by Nimbus Enterprises**

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**Service Order**

**Service Order #:** Q-36456

**Nimbus Enterprises Account Executive:** Eric Schilling

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Price Valid to: June 18, 2021

**Customer Information**

<b>Customer Name:</b>	Nimbus Enterprises	<b>Primary Contact:</b>	Leslie Legal
<b>Billing Address:</b>	123 Main Street Apartment 4D Brooklyn, TX 11201	<b>Email:</b>	<a href="mailto:demo@ironcladhq.com">demo@ironcladhq.com</a>

**Subscription Terms**

<b>Contract Term:</b>	Three (3) Years
<b>Agreement Date:</b>	October 22, 2022
<b>Expiration Date:</b>	October 22, 2025

<b>Billing Schedule:</b>	Annual
<b>Payment Terms:</b>	Net 60

**Subscription Services Annual Fees**

Product Name		Year 1	Year 2	Year 3
<b>Community Build</b>	Usage Limit/quantity	1	1	1
Nimbus Enterprises Community Platform	Usage Limit/quantity	1	1	1
Standard Support	Usage Limit/quantity	1	1	1
<b>Total Subscription Services Annual Fees:</b>		<b>\$680,000</b>	<b>\$680,000</b>	<b>\$680,000</b>
		Total Contract Value: \$2,040,000		

**Professional Services Non-Recurring Fees**

Service Name	Quantity	Price Per Unit	Total Fees
Community Standard Launch Package (Including 25 Success Services Points)	1.00	Fixed Fee	USD 35,000.00
Community Integration - SFDC Standard Implementation	1.00	Fixed Fee	USD 11,000.00
Accelerated Community Management Enablement	1.00	Fixed Fee	USD 6,000.00

**Total Professional Services Non-Recurring Fees:** USD 52,000.00

During the initial Subscription Duration, Customer may purchase the following additional Subscription Services for the additional fees indicated in the table below:

Subscription Service	Additional Subscription Services Annual Fee	Additional Non-Recurring Fee
Bundle of 25 Success Service Points	USD 18,750.00	N/A
Additional 500k annual visits	USD 20,000.00	N/A
Additional 1 million annual visits	USD 30,000.00	N/A

**Terms & Conditions:**

- 1 This Service Order and all Services provided hereunder are subject to and governed by the terms and conditions set forth in the Master Services Agreement ("MSA") effective on or about the Effective Date, together with any exhibits and attachments thereto, this Service Order, and Nimbus Enterprises' terms and conditions referenced therein or herein ("Agreement") by and between Nimbus Enterprises and Customer. In the event of any inconsistencies between the Service Order and the MSA, the Service Order shall prevail. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the MSA.
- 2 Nimbus Enterprises shall invoice Customer for the first year of Subscription Services Annual Fees upon Customer signature of this Service Order. Nimbus Enterprises shall invoice Customer for the Subscription Services Annual Fees for each subsequent year of the Subscription Duration and any applicable renewal term at least thirty (30) days in advance of each anniversary of the Subscription Start Date ("Anniversary"). Customer shall pay each invoice within the number of days (from date of invoice) stated under Payment Terms above. If Customer requires the issuance of a purchase order to make payment to Nimbus Enterprises, then Customer shall issue a purchase order to Nimbus Enterprises for the amounts due hereunder in sufficient time for Customer to meet its payment obligations to Nimbus Enterprises consistent with the Payment Terms.
- 3 Customer has a one-time option to terminate this Service Order effective at the start of the third year of the Subscription Duration by sending Nimbus Enterprises written notice at least thirty (30) days before the end of the second year of the Subscription Duration. In the event Customer elects to terminate this Service Order pursuant to this section, then Customer shall not owe the Subscription Services Annual Fees for the remainder of the Subscription Duration.
- 4 The Non-Recurring Fees for Professional Services will be invoiced, as follows:
  - a. All Fixed Fee Professional Services Fees shall be invoiced upon Customer signature of this Service Order;
  - b. Customer shall pay each such invoice according to the Payment Terms above;
  - c. Travel expenses are not included in the fees listed in this Service Order, but will be billed separately as incurred. All travel is subject to Customer pre-approval (by email or otherwise in writing).
- 5 Fees listed in this Service Order do not include any taxes.
- 6 The Services are further defined in and subject to the descriptions in the attached Statement of Work incorporated into and made part of this Service Order as Exhibit A.

- 7 Usage Limits will be evaluated on a quarterly basis to determine if, based on Customer's actual usage, an increase in Usage Limit tier is required. If Nimbus Enterprises determines an increase is required, Customer agrees to an automatic increase of the respective Usage Limit metric at the then current annual fee, pro-rated for the period of time beginning on the first day of the month in which Customer's usage first exceeded existing Usage Limits and ending on the last day of the Subscription Duration (or then-current renewal period, as applicable). Nimbus Enterprises shall immediately invoice Customer for the increased Usage Limits for the pro-rata portion of the then-current year, and thereafter, in accordance with the invoicing provisions set forth in this SO for the Subscription Services Annual Fees.
- 8 Nimbus Enterprises reserves the right to adjust fees by any amount for any renewal period.
- 9 If applicable, Customer shall comply with the terms and conditions for WhatsApp messages at <https://NimbusEnterprises.com/whatsapp-agreement> and/or Google Business Messages located at <https://NimbusEnterprises.com/NimbusEnterprises-google-business-messages-addendum>.
- 10 Customer acknowledges some technical definitions apply to the Services stated herein. Such technical definitions can be located at <https://NimbusEnterprises.com/technical-definitions> and shall be incorporated herein by reference.

Information required to submit invoices to Customer

PO Number (NA if Not Required, Pending if in process):			PO Amount:		
Accounts Payable (Billing Contact):	Accounts Payable	Email:	ap@PotreroLabshq.com		
Invoice Inquiry (if different from Accounts Payable):		Email:			
Preferred method of invoice delivery (Check all that apply):	Email:	<a href="mailto:ap@PotreroLabs.hq.com">ap@PotreroLabs.hq.com</a>	Portal		
If Portal or Other is checked, please provide details:					

**DELIVERY OF PROFESSIONAL SERVICES**

**Project Term.** The term for the performance of the Professional Services described in this SOW will begin on the Effective Date and continue for three (3) years; thereafter the term will continue on a month-to-month basis until: (i) the Professional Services are completed; or, (ii) delays caused by Customer or circumstances beyond Nimbus Enterprises' reasonable control have continued for more than six (6) months from the Effective Date and Nimbus Enterprises provides notice of termination based on such delays (collectively the "Project Term").

**Project Staffing.** Nimbus Enterprises evaluates resources and staffing on a weekly basis and will assign and schedule resources subject to availability.

**Remote Delivery.** Unless otherwise noted, Nimbus Enterprises works remotely via conference calls, web conferences, and other electronic communications.

**Collaboration Tools.** Nimbus Enterprises delivers Professional Services using Nimbus Enterprises' methodology, documentation and tools.

**Technology.** Nimbus Enterprises delivers Professional Services using only the native capabilities and features of the Nimbus Enterprises Community Platform.

**Working Language.** Nimbus Enterprises delivers Professional Services in the English language only, unless otherwise specified in this SOW.

**Working Hours.** Nimbus Enterprises resources work during normal regional working hours (9 AM to 5 PM, Monday through Friday). Nimbus Enterprises will provide good faith attempts to be available for any pre-scheduled project activities outside of normal working hours, subject to agreement by both parties and may incur additional costs.

**Service Fees.** Professional Services are non transferable and can only be used in connection with the Professional Services identified in the Service Description above.

**Change Orders.** Project change requests by either party that materially affect the scope of Professional Services or alter the Non-Recurring Unit Price stated above will be evaluated in good faith and will take effect only upon written agreement by both parties. Non-material changes to the scope of Professional Services may be agreed upon by the parties via email exchange.

## **CUSTOMER OBLIGATIONS**

Resources. Customer will make the necessary people and resources available to Nimbus Enterprises in order to perform the Professional Services. See Appendix G - Nimbus Enterprises Implementation Customer Resources.

Training. Customer will complete any required training in a timely manner.

Third Parties. Customer will manage Customer's agency, integrator and other partners.

Access to Information. Customer will provide timely access to the information Nimbus Enterprises needs to perform the Professional Services, such as Customer's business objectives, policies, designs and organizational structure.

Technical Specifications. Customer will follow the Nimbus Enterprises-provided technical specifications for data migration, single sign-on, SSL certificates, and API integration.

Administrator Access. Customer will allow administrator access to Customer's stage and production instance of the Customer Community for the duration of the Project Term.

## **QUALITY ASSURANCE TESTING CRITERIA**

Where applicable, Nimbus Enterprises will perform Quality Assurance (QA) testing for the Professional Services work. Severity Criteria are as follows:

- Severity 1
  - Broken functionality of customization
  - Significant performance issues resulting from customization
- Severity 2
  - Functionality of customization not working as expected
  - Major / Significant UI differences from documented design specification
  - Minor performance issues resulting from customization
- Severity 3
  - Minor UI differences from documented design specification
  - Change in feature or functionality

Nimbus Enterprises will make a good faith effort to adhere to agreed-upon design specifications and performance requirements. Nimbus Enterprises cannot guarantee that the completed community will be identical to the design specifications in every way due to platform and/or technological constraints. Severity Level 3 issues fall into this category.

Core product issues or bugs found during the implementation or testing will be managed and resolved by Nimbus Enterprises Support.

## **NIMBUS ENTERPRISES IMPLEMENTATION CUSTOMER RESOURCES**

Customer will assign and make available the following resources, as needed or appropriate, for the implementation project:

- Project Manager. Nimbus Enterprises' primary Customer contact for the duration of the implementation. Responsible for all Customer-side resources, schedule, information requests, and Validation
- Executive Sponsor. Provides overall guidance during the project as necessary, decision-maker and, if needed, escalation point if the project team cannot themselves resolve a concern, assists with Customer internal escalations as needed.
- Technical Lead. Manages Customer-side technical deliverables, information requests, and Validation. Responsibilities may include:
  - Configuring community email address/CNAME
  - Signing off on SSL certs (production and stage)
  - Providing database backups for migration
  - Validating migration data
  - Providing detailed technical integration specifications and assets (SSO etc.)

- Testing and Validating technical integrations
  - SSO/Integration Environment Access and Support
  - Learning and implementing Nimbus Enterprises APIs if needed
- Web Designer. Provides Header/Footer collateral for Nimbus Enterprises to apply to Customer's skin. Responsible for additional user interface customizations if needed.
  - Community Manager. Responsible for community structure and configuration as part of the implementation. Serves as the voice for the community – representing the company to the members and the members to the company - after Go Live.

Moderator(s). Responsible for building and maintaining the community, taking part in such tasks as reviewing posts, serving as a model for users, seeing that questions are answered, and reporting back to stakeholders.

Nimbus Enterprises		Potrero Labs, Inc.	
Signature:		Signature:	
Signer Name:	Isabella Kim	Signer Name:	Leslie Legal
Signer Title:	Legal Counsel	Signer Title:	Legal Counsel