

MASTER SERVICES AGREEMENT

This Agreement is between Ariento Inc., a Delaware Corporation (sometimes referred to as “us,” “our,” or “Provider”), and Client, as of the date purchased.

The parties agree as follows:

STATEMENT OF SERVICES

Service Attachments

The services to be delivered by Provider (the “Services”) and the fees for those Services, and the specific terms applicable to those Services are described in one or more Service Attachments referencing this Agreement.

Except for Supplemental Services or Project Services (described below), and unless otherwise agreed in writing, the services we will deliver to you are limited to those Services specifically identified and described in the Service Attachments. In the event of any conflict between the terms of a Service Attachment and this Agreement, the terms in the Service Attachment control.

Unless otherwise agreed in a Service Attachment, Provider reserves the right to employ subcontractors in the delivery of Services. However, Provider will remain responsible, under the terms of this Agreement and any applicable Service Attachment, for the delivery of all Services to be delivered by subcontractors.

Supplemental Services

“Supplemental Services” are limited, additional services and equipment you may need on a “one-off” or emergency basis that are not included within the scope of the Services described in the Service Attachments. You will incur additional Service Fees for Supplemental Services. We will notify you of any such additional Service Fees and will obtain your approval prior to providing them. However, we have no obligation to determine the need for or to provide any Supplemental Services. All Supplemental Services are provided on an “as-is” basis and include no warranties of any kind, whether express or implied. In addition, if we determine that any additional services you request would be inappropriate for treatment as Supplemental Services under this paragraph, we may deliver to you a proposed Service Attachment for Project Services.

Project Services

In some cases, you may ask us to deliver services outside the scope of any Service Attachment and inappropriate for treatment as Supplemental Services. Examples of such services include major system upgrades or datacenter moves or setups. In those cases, we will prepare a separate Service Attachment for Project Services describing the proposed scope of those services and our fee to deliver them.

FEES FOR SERVICES | PAYMENT TERMS

Service Fees

Fees for Services are set forth in a Service Attachment.

Adjustments to Service Fees

Except as may be specified in a Service Attachment, we may adjust the Service Fees charged under this agreement as follows:

- Network Growth. During the term of a Service Attachment, if the number of covered devices in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Attachment exceeds the numbers, types or quantities previously ordered, we may apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. You shall pay all Service Fees owed as they become due following any such adjustment.

Similarly, during the term of a Service Attachment, if the number of covered devices in your environment or the Service or Equipment types or quantities to be covered within the scope of the Service Attachment is less than the numbers, types or quantities previously ordered, upon request, we will apply a pro rata adjustment to the total Service Fees based on our then-current fee rates. You shall pay all Service Fees owed as they become due following any such adjustment. However, unless we consent, under no circumstances may any such adjustments result in a number of covered devices in your environment or in any Service or Equipment types or quantities to be covered within the scope of the Service Attachment that is less than the numbers, types or quantities ordered at the time you signed that Service Attachment.

- Surcharges. At any time after the parties sign a Service Attachment, we may adjust our rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. You shall pay all Service Fees owed as they become due following any such adjustment.
- Service Fee Rate Increases. At any time no sooner than one year after the parties sign a Service Attachment, we may elect to raise the fees that we charge under that Service Attachment. We shall give you no less than thirty (30) days' notice of any such increase in fees to be charged. Following your receipt of such notice, you may terminate this that Service Attachment without incurring any additional charges or penalties, if any, that you ordinarily would incur for such termination.

Pass-Through Expenses

Client shall pay Provider's reasonable out-of-pocket expenses, including travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services. Any such “Pass-Through Expenses” will be billed at cost and invoiced monthly.

Payment Terms

You shall pay the full amount reflected on any invoice as owed to us within ten (10) days following your receipt of that invoice. You shall pay a late charge of one and one half percent (1.5%) per month or the maximum lawful rate, whichever is less, for all invoiced amounts not paid within ten (10) days following your receipt of that invoice (the “Payment Deadline”).

If you dispute in good faith all or any portion of the amount owed to us, or if you otherwise require any adjustment to an invoiced amount, you must notify us in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If we are unable to resolve the dispute prior to the Payment Deadline, you nevertheless shall pay the entire invoiced amount by the Payment Deadline. If we ultimately determine that such amount should not have been paid, we shall apply a credit equal to such amount on against any Service Fees owed for the following month.

Suspension of Service

If you fail to pay all amounts owed under this agreement when due, then upon at least ten (10) business days prior written notice, and in addition to any other remedies available to us, we may suspend Services under this agreement until full payment is made. Our right to suspend Services under this section is in addition to our right to terminate this agreement. We will not be held liable for any security

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breaches or any loss or degradation of network availability or performance during any period of suspended Services.

Taxes

All charges and fees owed under this agreement are exclusive of any applicable sales, use, excise or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, you shall pay the taxes directly to the taxing authority or shall reimburse us for their payment.

TERM AND TERMINATION

Term

This agreement commences on the MSA Effective Date, and it will remain in effect until either party terminates it as permitted below.

Termination

Either party may terminate this Agreement for any reason or no reason upon at least thirty (30) days advance, written notice given to the other party. However, termination of this Agreement will not, by itself, result in the termination of any Service Attachments, and this Agreement will remain in effect notwithstanding any notice of termination unless and until all Service Attachments are terminated or expire according to their terms.

INDEPENDENT CONTRACTOR

Unless otherwise agreed, we will perform all Services solely as an independent contractor and not as an employee, agent or representative of Client.

INTELLECTUAL PROPERTY RIGHTS

Reservation of Rights

In providing the Services, we may utilize any or all of the following:

- Provider's name, logo, domain name, and product and service names associated with the Services, and other trademarks and service marks;
- Reports or other deliverables produced by Provider in order to facilitate any consulting Services you may order;
- Software and other works of authorship; and
- Other technology, hardware, processes, know-how, techniques, designs, inventions and other tangible or intangible technical material or information.

All such information and property is the "Provider Technology." The Provider Technology is covered by intellectual property rights owned by or licensed to us (collectively, "Provider IP Rights"). Other than as set forth in these terms, no license or other rights in or to the Provider Technology or the Provider IP Rights are granted to you, and all such licenses and rights are hereby expressly reserved.

License Grant

With the exception of any reports or other deliverables produced by Provider in order to facilitate any consulting Services you may order, we grant you and your users a revocable, non-exclusive, non-transferable (except in connection with a permitted assignment of this agreement), non-sublicenseable right to access and use the Services and the Provider Technology during the term of this MSA.

We also grant you and your users a perpetual, revocable, non-exclusive, non-transferable (except in connection with a permitted assignment of this agreement), non-sublicenseable right to copy and distribute any reports or other deliverables produced by Provider in order to facilitate any consulting Services you may order, provided that such copying and distribution is solely for your own internal business purposes.

Additional license grants may be set forth in the Service Attachments.

License Restrictions

You shall not:

- Modify, copy or create derivative works based on the Services or on the Provider Technology;
- Build a product or service using similar ideas, features, functions or graphics of the Service, or
- Copy any ideas, features, functions or graphics of the Service.

Additional license restrictions may be set forth in the Service Attachments.

Improvements to Services

You hereby assign to us any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or your users relating to any proposed improvements of or modifications to the Services.

PROVIDER-SUPPLIED EQUIPMENT

"Equipment" means any computer, networking or telephony equipment, racking, or associated hardware or other equipment (if any) that we install on your premises or that we ship to your location to facilitate the delivery of Services. Equipment does not include any hardware or devices that we may sell to you or that we may procure on your behalf.

Provider is and will remain the sole owner of any Equipment, which is provided on a rental basis only. Our agreement transfers to you no Equipment ownership rights of any kind.

We retain sole discretion to determine the appropriate Equipment and associated software and/or technology, if any, to be used at your location, provided that our determination does not materially impair the availability or delivery of services under this agreement. We also retain sole discretion to determine the necessity of maintenance, repairs and/or improvement of the Equipment.

Except as otherwise may be specified in an applicable Service Attachment, Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are your exclusive remedies with respect to such Equipment. In the event of an Equipment malfunction, we will take commercially reasonable steps to ensure that you receive the benefit of any manufacturer warranties applicable to the Equipment in use at your location.

You shall take reasonable care of the Equipment and shall not (unless specifically instructed by the Provider) damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. You are financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at your location, other than loss or damage caused by Provider. In addition, you shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand, you must produce evidence that such insurance is being maintained and is valid.

You are responsible for providing the necessary power, network connection and appropriate environment to support the Equipment.

You shall not remove any sign, label or other marking on the Equipment identifying Provider as the owner of the Equipment. You

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do not acquire and will not acquire any rights of ownership in the Equipment by virtue of this agreement, and you do not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment.

You shall allow Provider and its employees and contractors reasonable access to your premises to service the Equipment and, on termination of any agreement pursuant to which we deliver Equipment, to remove the Equipment. Alternatively, upon our request, you shall return the Equipment to us via the carrier of our choice, for which we will pay all applicable shipping charges.

PROVIDER-SUPPLIED SOFTWARE

"Software" means all and any software installed on the Equipment or provided by us to for installation on your computer equipment to facilitate the delivery of the Services.

This agreement does not transfer any right, title, or interest in the Software to you. Your use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to you upon request.

You shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify or copy the Software or any part thereof,
- provide, rent, sell, lease or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

NON-DISCLOSURE AND CONFIDENTIALITY

Confidential Information

During the course of performance under this agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each of us shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider' unpublished prices for Services, audit and security reports, server configuration designs and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider' servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure and confirmed as confidential in a written notice given within one (1) day of disclosure.

Non-Confidential Information

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and

- Information that must be disclosed pursuant to court order or by law.

Aggregated Service Data

Nothing herein is to be interpreted as prohibiting Provider from using or sharing non-personally-identifying, aggregated or encrypted data pertaining to Client or the services Provider delivers to its clients within or in support of any white papers or other publications regarding information systems technology, best practices, or other subjects relevant to Provider's industry, or for any other lawful purpose.

CLIENT COVENANTS AND OBLIGATIONS

Software Licensing

You represent and warrant that you have title to or license or rights to use or modify and have license or rights to permit Provider to use, access or modify any software that you have requested Provider use, access or modify as part of the Services.

Third-Party Obligations

You are responsible for any third-party vendor or service provider charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with your current carrier(s) or service provider(s).

Theft of Service

You shall notify us immediately, in writing, by electronic mail or by calling the Provider customer support line, if you become aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of the Services and additional charges to billed to you. You will be liable for all use of the Service using Equipment stolen from you and any and all stolen Service or fraudulent use of the Services. Credits will not be issued for charges resulting from fraud that arises out of third parties hacking into any Equipment. This includes, but is not limited to, modem hijacking, wireless hijacking or other fraud arising out of a failure of your internal/corporate procedures. Provider will not issue credit for invoiced charges for fraudulent use resulting from your negligent or willful acts or those of an authorized user of your service.

PROVIDER REPRESENTATIONS AND WARRANTY

Internal Network Security Compromise Policy

Provider monitors the availability and performance of its internal information technology network using the same technologies, processes and degree of care that it uses in delivering services to its clients. All services and applications exposed to the Internet on Provider's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Provider proactively evaluates, investigates and reports security-related incidents to the appropriate authorities.

Service Warranty

We warrant that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment.

DISCLAIMER OF WARRANTY

EXCEPT FOR THE EXPRESS WARRANTIES STATED ABOVE, PROVIDER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN ADDITION, PROVIDER DOES NOT AND CANNOT WARRANT THAT THE SERVICES OR CLIENT'S INFORMATION TECHNOLOGY NETWORK AVAILABILITY OR PERFORMANCE WILL BE

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UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF YOUR PRIVACY, CONFIDENTIAL INFORMATION, AND PROPERTY. WE HAVE NO OBLIGATION TO PROVIDE SECURITY OTHER THAN AS STATED IN A SERVICE ATTACHMENT.

IN ADDITION, CUSTOMER ACKNOWLEDGES THAT THIS AGREEMENT CONVEYS NO WARRANTIES, EXPRESS OR IMPLIED, BY ANY THIRD-PARTY VENDORS OF SOFTWARE PRODUCTS MADE AVAILABLE TO CUSTOMER BY PROVIDER AND THAT THOSE VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM THE SERVICES.

NO HIRING

You shall not solicit any Provider employee with whom you have had direct contact in connection with the Services for employment with you or with any other person during the Term of this agreement and for twelve (12) months following termination of this agreement. Notwithstanding the foregoing, you shall not be precluded from (a) hiring an employee of Provider who independently approaches you, or (b) conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on Web sites for general circulation.

You acknowledge that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right Provider may have at law or in equity, you shall make a one-time payment to Provider in the amount of fifty percent (50%) of the affected employee's base salary for one year. We agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire and train suitable replacements for such personnel.

DISPUTE RESOLUTION

Arbitration Procedures

Each of us shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination or breach of this agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will be conducted in English. The Arbitration Tribunal will not have the authority to award punitive damages to either party. Each of us will bear our own expenses, but we shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Los Angeles County, California, or at another location upon which we may agree. Notwithstanding the foregoing, claims for preliminary injunctive relief, other pre-judgment remedies, and claims for your failure to pay for Services may be brought in a state or federal court in the United States with jurisdiction over the subject matter and parties.

Period for Bringing Claim

No claims to be resolved may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

Continued Service

Unless Provider is bringing an action for your failure to make payments for Services not otherwise in dispute, we will continue to provide Services under this agreement, and you shall continue to make payments to us, in accordance with this agreement, during the period in which the parties seek resolution of the dispute.

INDEMNIFICATION

By Client

You shall defend, indemnify and hold us harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that:

- Provider's use, access or modifications of any software that you have requested that we use, access or modify as part of the Services infringes any patent, copyright, trademark, trade secret or other intellectual property right, or
- Your use of any Services in violation of any requirements or representations in this agreement violates any law or infringes any patent, copyright, trademark, trade secret or other intellectual property right.

You further shall pay any judgments or settlements based on any such claims.

By Provider

We shall defend, indemnify and hold you harmless against all costs and expenses, including reasonable attorney's fees, associated with the defense or settlement of any claim that any of the Services or deliverables we provide infringe any patent, copyright, trademark, trade secret or other intellectual property right, and we shall pay any judgments or settlements based on any such claims.

LIMITATION OF LIABILITY

EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SERVICE DESCRIPTION OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER'S LIABILITY UNDER OR RELATED TO THIS AGREEMENT OR OTHERWISE TO ANY SERVICES DELIVERED BY PROVIDER IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CUSTOMER AND WILL NOT EXCEED THE **GREATER** OF (1) THE PROCEEDS OF ANY PROFESSIONAL LIABILITY INSURANCE AVAILABLE TO PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, TOGETHER WITH ANY SELF-INSURED RETENTION AMOUNTS IN CONNECTION WITH THOSE POLICIES, UP TO A MAXIMUM OF **\$500,000.00** IN THE AGGREGATE, OR (2) THE SUM OF ALL AMOUNTS PAID BY CUSTOMER TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS DURING THE ONE-YEAR PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.

IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, AND LOSS FROM INTERRUPTION OF BUSINESS, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT OR OTHERWISE.

IN ADDITION, IF CLIENT HAS REQUESTED THAT PROVIDER PERFORM ANY INFORMATION SYSTEMS PENETRATION TESTING PROCEDURES, CLIENT HEREBY SPECIFICALLY ACKNOWLEDGES AND AFFIRMS (A) THAT CLIENT GRANTS

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PROVIDER PERMISSION TO CONDUCT SUCH TESTING, WITH THE KNOWLEDGE THAT SUCH TESTING MAY ENTAIL THE BYPASSING OR TEMPORARY DISABLING OF CLIENT'S INFORMATION SECURITY INFRASTRUCTURE, AND (B) THAT CLIENT UNDERSTANDS THE RISKS INHERENT IN SUCH TESTING, WHICH MAY TEMPORARILY EXPOSE CLIENT'S INFORMATION TECHNOLOGY ENVIRONMENT TO EXTERNAL THREATS. IN NO EVENT SHALL PROVIDER BE LIABLE FOR ANY DAMAGES OR CLAIMS OF ANY KIND RESULTING FROM SUCH EXPOSURE.

GENERAL

Notices

Except as otherwise provided under this agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth below. The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

If to Provider:

Ariento Inc.
10560 Santa Monica Blvd, #101
Los Angeles, California 90025
Attn: Dan Baldini
E-mail: danbaldini@ariento.com

If to Client:

Data collected at checkout.

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

Force Majeure

We will not be liable for any failure of performance of the Services due to causes beyond our reasonable control, including, but not limited to, fire, flood, electric power interruptions, national emergencies, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Provider or the Services provided hereunder.

Waiver

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

Assignment

Neither party may assign this agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise

transfer its rights, interests and obligations under this agreement without your consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. In addition, unless otherwise agreed, we may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this agreement. However, we will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this agreement, and, except as otherwise agreed, we will remain solely responsible for the fulfillment of all of our obligations under this agreement. This agreement is binding upon the parties, their successors and permitted assigns.

Survival

Our respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this agreement.

Amendment

Our agreement, as reflected herein and in the Service Attachments, may be modified or amended only by a writing signed by both parties.

Governing Law

This agreement is to be governed by and construed in accordance with the laws of the State of California. Jurisdiction and venue for any action arising under this agreement is exclusively in the state or federal courts located in Los Angeles County, California. The parties waive any other choice of venue. Any action arising under this agreement must be brought within six (6) months after its accrual.

Severability

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

Third-Party Beneficiaries

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

Entire Agreement

This agreement, the Service Attachments, and any other attachments thereto set forth our entire understanding with respect to the subject matter hereof and is binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of this agreement. There are no understandings, representations or agreements other than those set forth herein. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.

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SERVICE ATTACHMENT

FOR MANAGED SERVICES

This Service Attachment is between Ariento Inc., a Delaware Corporation (sometimes referred to as “us,” “our,” or “Provider”), and Client”), as of the date of purchase. This Service Attachment is a part of, is subject to, and is governed by the terms of the MSA.

MANAGED SERVICES

Provider will deliver to Client the management Services listed below and identified on the attached Pricing and Support Addendum. Unless otherwise indicated, Provider will deliver the Services on an ongoing basis.

Provider will configure and manage (using best security practices) the endpoint devices covered under this service attachment – including associated security software – for Client’s internal business purposes.

Provider will deploy, configure & manage the following:

- Firewall
- Security Monitoring Solution
- Anti-Virus/ Anti-Malware
- Microsoft Windows Operating Systems
- Microsoft Office Software
- File Backup & Recovery
- Data Encryption
- Secure Login/Authentication
- Web Browsing Protection (URL Filtering)
- Secure (encrypted) Information Sharing
- Secure Cloud File Services
- Virtual Private Network (VPN)
- Automatic Vulnerability Remediation (Patch Management)

NOTE: The Service level must be purchased for all compatible devices within Client’s environment. Provider will update its invoices on an ongoing, pro-rata basis to account for any increase in the number of compatible devices discovered within Client’s network, and it will deploy its monitoring and management solutions to all such devices without further notice to or approval from Client.

IT SUPPORT

Coverage

Provider shall provide remote help desk and vendor management services through remote means between the hours of 8:00 am – 5:00 pm (U.S. Pacific time) Monday through Friday, excluding public holidays (“Normal Working Hours”).

Support Outside Normal Working Hours

Upon request, Provider shall perform emergency Services outside of Normal Working Hours at the rates and according to the guidelines specified in the Pricing and Support Addendum.

Maintenance Windows

Unless otherwise agreed, daily maintenance windows will be from 6:00 PM to 7:00 AM (U.S. Pacific time). Routine information systems and application maintenance and upgrades will occur during maintenance windows, and some applications, systems or devices may be unavailable or non-responsive during such times.

HARDWARE AS A SERVICE (HAAS)

Equipment Selection

Provider shall deliver the network, server and/or workstation Equipment identified on the attached Pricing and Support Addendum (“HaaS Services”). Provider’s delivery of that Equipment is on a rental

basis only and is expressly subject to the terms of the MSA pertaining to Provider-supplied Equipment.

Included Services

The Monthly Service Fee for Haas Services includes all costs for hardware, software, operating systems, and all labor needed to maintain all hardware, software, operating systems delivered to client under this section.

Equipment Restrictions

All Equipment must be used by Client for the purpose for which it was intended. No critical business data may be stored on any laptop computers or desktop computers. Provider must be free to make any changes needed on these machines, including formatting the hard drive.

Buyout Options

Client may exercise an option to purchase the Equipment delivered with HaaS Services (the “Buyout Option”). Client may exercise the Buyout Option only to purchase all, and not any fractional portion, of the Equipment then provided to Client with the HaaS Services. In order to exercise the Buyout Option, Client must deliver written notice to Provider. Following its receipt of that notice and a commercially reasonable opportunity to inspect the Equipment, Provider promptly shall deliver an invoice to client specifying the amount to be paid to Provider to complete the buyout transaction (the total “Buyout Option Price”). Provider shall calculate the Buyout Option Price applicable to each piece of affected Equipment as follows:

- Within the first six (6) months following the Service Commencement Date, the Buyout Option Price will be calculated as one-hundred ten percent (110%) of the acquisition cost of the Equipment
- After the first six (6) months following the Service Commencement Date, the Buyout Option Price will be calculated as the total amount owed by Provider to any third-party financing company in order to secure title to the Equipment plus the greater of either \$250.00 or two percent (2%) of the amount owed to such financing company. In the event that the Equipment was procured without the services of any third-party financing company, Provider shall calculate the Buyout Option Price based on the acquisition cost of the Equipment, less commercially reasonable allowances for depreciation and normal wear and tear, plus the greater of either \$250.00 or two percent (2%) of the resulting Equipment value calculated by Provider.

Unless otherwise specified in writing by Provider, each Buyout Option Price quote delivered to Client will expire ten (10) business days following the date printed on the quote.

CLIENT ENVIRONMENT STANDARDS

In order for Client’s existing environment to qualify for Provider’s Services, the following requirements must be met:

- All servers with Microsoft Windows Operating Systems must be running Windows Server 2008 or later, and have all of the latest Microsoft Service Packs and Critical Updates installed.
- All desktop PC’s and notebooks/laptops with Microsoft Windows Operating Systems must be running Windows 7 or later, and have all of the latest Microsoft Service Packs and Critical

SERVICE ATTACHMENT FOR MANAGED SERVICES

Updates installed. All PC operating systems must be running Professional, Ultimate, or Enterprise versions.

- All server and desktop software must be genuine, licensed and vendor-supported.
- All wireless data traffic in the environment must be securely encrypted.
- There must be an outside static IP address assigned to a network device, allowing RDP and VPN access.
- Provider may deliver on-site Equipment in order to meet service requirements, as needed.

All costs required to bring Client's environment up to these minimum standards are not included in this Service Attachment.

If Client's environment fails to satisfy the above requirements at any time during the Service term, Provider may suspend further delivery of the Services and/or terminate this Service Attachment upon five (5) business days' advance, written notice.

ADDITIONAL CLIENT OBLIGATIONS

Minor On-Site Tasks

Provider may occasionally request Client staff to perform simple on-site tasks. Client shall comply with all reasonable requests.

Information Systems Upgrades or Repair

Provider will authorize the conduct of all information systems upgrades or repair. Client shall not perform any of these actions without Provider notification.

NETWORK CHANGE COORDINATION

Significant Changes to Client's Network

Client shall notify Provider via email of all significant proposed network changes and shall provide the opportunity for Provider to comment and follow-up.

Research Regarding Network Changes

Evaluation of network change requests will sometimes require significant research, design, and testing by Provider. These types of requests are not covered by this agreement and will be billed at Provider's then-current rate for time and materials.

SERVICE FEES

Service Fees

For the Services described in this Service Attachment selected or ordered by Client, Client shall pay the Service Fees specified in the Pricing and Support Addendum.

Client Delay

If Provider is unable to commence delivery of the Services on the Managed Services Start Date (defined below) because of any failure on the part of Client (including but not limited to failure of Client to provide the Client resources in a timely manner), Client nonetheless will begin to incur and Service Fees, which Client shall pay in accordance with this Service Attachment, beginning on the Managed Services Start Date.

EXCLUSIONS

Provider is not responsible for failures to provide Services that are caused by the existence of any of the following conditions or otherwise that occur during any period of time in which any of the following conditions exist:

Hardware Malfunction

There is a defect or malfunction in any hardware or software that adversely affects Provider's ability to perform the Services.

Client Resource Problems

There are problems resulting from Client resources not under Provider management.

Scheduled Maintenance

Scheduled maintenance windows and other agreed upon periods of time that are necessary for repairs or maintenance.

Network Changes

Changes made by Client to the networking environment that were not communicated to or approved by Provider.

Task Reprioritization

Problems or failures related to a prioritization or reprioritization of tasks by Client.

Force Majeure

Problems resulting from a Force Majeure Event as described in the Master Services Service Attachment.

Agreed Temporary Exclusions

Any temporary exclusion requested by Provider and approved by Client to implement changes in applications, environments, conversions or system software.

Client Actions

Problems resulting from actions or inactions of Client contrary to Provider's reasonable recommendations.

Client Responsibilities

Problems resulting from any failure by Client to fulfill its responsibilities or obligations.

Factors Beyond Provider's Control

Delays or downtime due to any factor outside of Provider's reasonable control.

Internet Connectivity Loss

Loss of Internet connectivity to Client site for any reason.

Problem Ticket Management

The time interval between the initial occurrence of a desktop malfunction or other issue affecting functionality and the time Client reports the desktop malfunction or issue to Provider.

TERM AND TERMINATION

Term

The term of this Service Attachment begins on February 8, 2017 (the "Managed Services Start Date") and, unless properly terminated by either party, this Service Attachment will remain in effect for twelve (12) months (the "Initial Term").

Renewal

"Renewal" means the extension of the term of this Service Attachment for an additional twelve (12) month period following the expiration of the Initial Term, or in the case of a subsequent Renewal, a Renewal term. This Service Attachment will renew automatically upon the expiration of the Initial Term or a Renewal term unless the party who intends to cancel the Service Attachment provides written notice of its intent to terminate the Service Attachment, as set forth below.

SERVICE ATTACHMENT FOR MANAGED SERVICES

Early Termination

No sooner than ninety (90) days following the Managed Services Start Date, either party may terminate this Service Attachment, with or without cause. However, Client's right to terminate the Service Attachment early is conditioned on Client paying (1) any outstanding Service fees owed to Provider as of the effective termination date, and (2) any commercially reasonable charges that Provider incurs in order to uninstall and/or retrieve any Equipment deployed at Client's location.

Effect of Termination

If either party terminates this Service Attachment, Provider shall assist Client in the orderly termination of services, including timely transfer of the services to another designated Provider. Client shall pay Provider the actual costs of delivering any such assistance. Termination of this Service Attachment for any reason by either party immediately nullifies all access to software services supplied by Provider. Provider immediately will uninstall all affected software from Client owned devices by Provider, and Client hereby consents to such uninstall procedures.

The remainder of this page is intentionally left blank.

SERVICE ATTACHMENT

FOR MANAGED SERVICES

The parties, acting through their authorized officers, hereby execute this Service Attachment.

FOR
Ariento Inc.

FOR
Client Name

Signature:

Signature:

Printed
Name:

Printed
Name:

Title:

Title:

Signature
Date:

Signature
Date:

PRICING AND SUPPORT ADDENDUM TO SERVICE ATTACHMENT FOR MANAGED SERVICES

This Pricing and Support Addendum ("Addendum") is by and between Ariento Inc. ("Provider") and (Client), pursuant to the terms of the Service Attachment for Managed Services. This Addendum is a part of, is subject to, and is governed by the terms of the Service Attachment, it takes the place any other pricing and support addendum.

SUPPORT SERVICES

Following receipt of any notification that a support-related problem within the scope of the Service Attachment has occurred Provider shall use reasonable best efforts to begin problem management within the response time targets identified below.

All incidents, with status or resolution, will be documented either via regular email updates to the Primary Client Contact (identified below) or by posting updates to the ticket tracking system assigned to Client.

RESPONSE TIMES

The following table shows the targets of response times for each priority level:

Trouble	Priority	Response Time [†]
Service not available or potential security breach identified (all users and functions unavailable).	1	Within 2 Hours
Significant degradation of service (large number of users or business critical functions affected)	2	Within 4 Hours
Limited degradation of service (limited number of users or functions affected, business process can continue).	3	Within 72 Hours
Small service degradation (business process can continue, one user affected).	4	Within 120 Hours

† - Stated Response Times represent a service goal and not a guarantee. Provider's ability to implement a solution to a reported problem may depend on input or information from Client or from third parties beyond its control, including Client's IT vendors.

PRICING AND SUPPORT ADDENDUM

TO SERVICE ATTACHMENT FOR MANAGED SERVICES

SERVICE FEES

Client will be billed monthly for the Services. Client also could also be billed an initial setup fee equal to one month's scheduled billing to cover the setup and initiation costs of the Services. Additional work or hours to be completed as part of change requests, if any, will be billed monthly. The following chart details the setup (non-recurring) and monthly (recurring) fees associated with the Services to be delivered under the Service Attachment:

Description	Qty	Cost	Totals
All-in-One Security + Computer Package	1	\$118.16	\$118.16
		Subtotal	\$118.16
		Tax	\$0.00
		Total	\$118.16

INCLUDED SUPPORT SERVICES AND RATES

Client's recurring monthly service fee under this Addendum includes Provider-supplied support services up to the number of included hours specified below. Any time spent in excess of those limits that Provider spends responding to support requests received from Client will be billed at the rates specified below. Provider shall notify the Primary Client Contact when the resolution of a reported problem may require lab labor or onsite labor prior to commencing any such work. (All times listed are U.S. Pacific time zone.)

Standard Support	
Remote Sys. Mgmt. / Help Desk 8am-5pm M-F	\$125 / hr (6 hrs / mo. incl.)
Lab Labor 8am-5pm M-F	\$125 / hr (2 hrs / mo. incl.)
Onsite Labor 8am-5pm M-F	\$125 / hr (2 hrs / mo. incl.)

After-Hours Support	
Remote Sys. Mgmt. / Help Desk 5:01pm-9pm M-F	\$175 / hr (0 hrs / mo. incl.)
Lab Labor 5:01pm-9pm M-F	\$175 / hr (0 hrs / mo. incl.)
Onsite Labor 5:01pm-9pm M-F	\$175 / hr (0 hrs / mo. incl.)

Emergency Support	
Remote Sys. Mgmt. / Help Desk ALL OTHER TIMES	\$225 / hr (0 hrs / mo. incl.)
Lab Labor ALL OTHER TIMES	\$225 / hr (0 hrs / mo. incl.)
Onsite Labor ALL OTHER TIMES	\$225 / hr (0 hrs / mo. incl.)

PRICING AND SUPPORT ADDENDUM TO SERVICE ATTACHMENT FOR MANAGED SERVICES

COVERED EQUIPMENT

The following is a list of equipment to be supported by Provider under the Service Attachment.

(1) Computer