

KRAMBU, INC.
Colocation Master Services Agreement
Terms and Conditions

This Colocation Master Services Agreement, including the Service Level Agreement attached hereto as Exhibit A (collectively, these “Terms and Conditions”) is made a part of the document entitled, “Colocation Service Order Form” (the “Colocation Service Order Form”) entered into and executed by and between KRAMBU, Inc., a Delaware corporation (“KRAMBU”) and the Customer identified in the Colocation Service Order Form. “Agreement” means these Terms and Conditions and the Colocation Service Order Form. These Terms and Conditions are incorporated by reference into the Colocation Service Order Form as if fully set forth therein. KRAMBU and Customer acknowledge and agree that upon execution of the Colocation Service Order Form, they shall be legally bound by this Agreement. Capitalized terms not defined in the Colocation Service Order Form shall have the meanings set forth in these Terms and Conditions.

1. The Data Center.

KRAMBU owns the premises on which the KRAMBU data center identified in the Colocation Service Order Form is located (the “Data Center”). The Data Center or any other location in which KRAMBU may place the Equipment in accordance with this Agreement shall not have an environment that is unsafe or that would create an equipment hazard.

2. Grant of License; Equipment Access; Term; Permitted Uses; No Real Property Interest.

For purposes of this Agreement, “Customer” means the person or entity executing the Colocation Services Order Form. If the Customer is an entity, the representations, warranties and covenants of the Customer (but not the liabilities) set forth herein shall apply to each person or entity that owns an interest in the Customer. Customer represents and warrants that it owns the computer and related communications equipment (“Equipment”) more particularly described in the Schedule of Equipment and incorporated herein by reference. Customer represents and warrants that it will be using the Services for its own account and not on behalf of or in conjunction with any other party.

(a) Providing Services. Pursuant to the Colocation Service Order Form, KRAMBU has agreed to provide certain services (“Services”) to the Customer. The Services include: (i) the License; (ii) installation of the Equipment in the Space; (iii) ventilation and power; (iv) a single connection to the network with a single public IP; (v) power cycling upon Customer request; and (vi) replacement with a “spare” that has been delivered, all as more fully described below. The Services do not include monitoring, patching, back-ups, hardware or software troubleshooting,

escalation or software installation, upgrades, downgrades, configuration, testing, monitoring, or managing Equipment. Customer may purchase additional Services offered by KRAMBU from time to time on terms and conditions to be agreed in writing. KRAMBU agrees to provide the Services in accordance with and pursuant to the terms and conditions set forth in the Service Level Agreement.

(b) Grant of License. Subject to the terms and conditions set forth in this Agreement, KRAMBU hereby grants to Customer the right and non-exclusive license (“License”) to operate the Equipment in the specific space or spaces (“Space”) located in the Data Center, as specified by KRAMBU during the Term of this Agreement and solely to use the Space for the Permitted Uses set forth below and for no other purposes. KRAMBU shall install the Equipment in the Space with a fee as listed in the Colocation Service Order Form. KRAMBU reserves the right to relocate, change or otherwise substitute replacement Space in the Data Center at any time during the Term hereof, *provided that* the replacement space is substantially similar in size and configuration to the original Space.

(c) Equipment Specifications. The Equipment must (i) be rack mountable; (ii) have dimensions not in excess of the configuration of the Data Center; (iii) must not have special cooling requirements based on liquids or gasses not compatible with the Data Center systems; (iv) operate without any required voltage modifications; (v) comply with power consumption requirements; and (vi) not record audio, video, motion, chemical composition, or transmit wireless, radio, microwave, or infrared radiation or signals. If the Equipment is not manufactured by KRAMBU, (A) the IP address, login and password must be preconfigured; and (B) the shipment of the Equipment must be accompanied by the Customer’s name and account number. Any device that does not meet these specifications will be returned to the Customer at the Customer’s expense.

(d) Management of and Access to Equipment. Except as otherwise provided herein, the Customer shall not have physical access to the Equipment. The Customer must manage the Equipment remotely, and the Customer represents and warrants that it has the expertise necessary to manage the Equipment remotely. If the Equipment at any time requires physical maintenance KRAMBU shall ship the Equipment to the Customer at the Customer’s expense. Notwithstanding the foregoing, the Customer may inspect the Data Center for purposes of verifying its environment by making a written request to KRAMBU to inspect the Data Center at least five business days before the requested inspection date. All inspections of the Data Center shall be escorted by a KRAMBU representative. No fee shall be charged for any such inspections unless “remote hands” services are requested. The Customer will reimburse KRAMBU for any damages to the Data Center or any equipment therein caused by the Customer during the inspection.

(e) Term. This Agreement and the License shall commence on the Effective Date set forth in the Colocation Service Order Form and, unless otherwise provided on the Colocation Service Order Form, shall terminate 12-months thereafter (the “Initial Term”). The Initial Term automatically shall renew for successive 12-month terms as provided in Section 3(b) unless this Agreement cancelled by either party in writing at least 90 days before the expiration of the then current term (the “Term”); *provided, however*, the Term shall terminate before the scheduled date of termination if subject to Sections 11, 12 or 13 below.

(f) Permitted Uses. Customer has the right to use the Space solely for the purpose of operating the Equipment by remote access under the terms and conditions set forth herein (the “Permitted Uses”). Except as otherwise provided herein, unless otherwise agreed by KRAMBU in writing, Customer shall perform the Permitted Uses at its sole cost and expense. Customer shall not use or allow or permit the use of the Space for any use or purpose other than a Permitted Use. The Services can be used only for lawful purposes.

(g) Not a Grant of an Interest in Real Property. Customer represents, warrants, covenants, acknowledges and agrees that: (i) it does not have, has not been granted and will not own or hold any real property interest in the Space or the Data Center; (ii) Customer is a licensee not a tenant or lessee of the Space; and (iii) Customer does not have any of the rights, privileges or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.

3. Installation and Removal of Equipment; Fees ; Renewals.

(a) Payment of Fees for Services. KRAMBU will pay all costs to install the racks, cabinets, cages, custom space, electrical circuits, fiber optic connections, cable, panels and other items necessary for the Equipment to function in the Space. At least 30 days before commencement of the Services (defined below), the Customer will pay in full the annual fee set forth on the Colocation Services Order Form (the “Fee”) covering the annual fees and expenses payable to KRAMBU for use of the Space (the “Initial Prepayment”) for such year. If the Customer’s Equipment was purchased from KRAMBU, then the Fee for the first 12-months of the Services shall be included in the purchase price of such Equipment, and no Initial Prepayment of the first-year’s Fee will be required. The Initial Prepayment and all other payments of Fees are not refundable to Customer, and shall be deemed earned by KRAMBU upon receipt.

(b) Renewals. No later than 120 days before the expiration of the Initial Term (or, if the Initial Term has been extended, the expiration of the then applicable Term), KRAMBU will notify the Customer of the Fee applicable to the Services for the 12-month period beginning at the expiration of the Term (an “Extended Term”). The Customer shall, no later than 90 days before

the expiration of the then applicable Term, notify KRAMBU whether it will continue to purchase the Services for the Extended Term. If the Customer purchases the Services for the Extended Term, then the Customer shall no later than 30 days before the beginning of the Extended Term pay to KRAMBU an amount equal to the three months of the annualized Fee applicable to the Extended Term (the "Extension Prepayment"). On or before the first day of each month of the Extended Term beginning on the first month thereof (the "Due Date"), the Customer shall pay to KRAMBU, in advance, an amount equal to the portion of the Fee allocable to the Services to be provided during that month, without offset, deduction or credit of any kind. The Extension Prepayment shall be applied to the last three months of the Fee applicable to the Extended Term, so that the Customer shall at all times have paid three months of Fees in advance.

(c) Election not to Renew. If the Customer elects not to purchase the Services for the Extended Term, KRAMBU shall upon the expiration of the Term uninstall and return the Customers Equipment at the Customer's expense.

(d) Automatic Adjustment of Fees. If the Initial Term or any Extended Term is for a period in excess of 12 months, then, at the beginning of each successive 12-month period, KRAMBU may increase the Fees in proportion to increases in the Consumer Price Index applicable to the geographic area where the Data Center is located, plus 2.0%. In addition, KRAMBU may, at any time, increase the Fee in proportion to increases in electricity costs applicable to the geographic area where the Data Center is located.

4. Security Agreement.

All Fees and other sums which are or may hereafter be owed to KRAMBU by the Customer under this Agreement (including without limitation Default Interest, Late Charges and attorney's fees and other costs of collection) are referred to herein as the "Obligations"). To secure the payment and performance of the Obligations, the Customer hereby grants to KRAMBU a security interest, within the meaning of the Article 9 of the Uniform Commercial Code (the "UCC") in all the Customer's Equipment now or hereafter installed or placed in the Space or Data Center. Except with respect to KRAMBU's security interest, the parties agree that the Uniform Commercial Code shall not apply to this Agreement.

5. Late Charge; Default Interest.

(a) Late Charges. If Customer fails to pay the Fees to KRAMBU by the Due Date of any month during the Term hereof, Customer will be assessed an administrative charge in the amount equal to 5.0% of the overdue Fees ("Administrative Charge"). In addition, KRAMBU may charge interest on all due but unpaid Fees at the lesser of 1.5% per month or the maximum non-usurious rate under applicable law ("Default Interest") until paid in full. Customer agrees to pay to

KRAMBU for all costs of collection of the Fees, Administrative Charges and Default Interest, plus KRAMBU's attorneys' fees, costs, expenses and court costs and fees paid or incurred in connection therewith. Customer's obligation to pay the Fees, Administrative Charges and Default Interest shall survive the expiration or earlier termination of this Agreement. If Customer requests that KRAMBU provide services not specifically set forth herein and KRAMBU agrees to provide such services, Customer agrees to pay KRAMBU standard fees for such services at the time such services are rendered or such charge as the parties may mutually agree upon before the delivery of the services and such services shall be included within the definition of "Services". KRAMBU may suspend or otherwise cease performing any or all Services to Customer if payment for any Service is not timely paid in full. Time is of the essence with respect to Customer's performance and the making of payments hereunder. A Reinstatement Fee equal to \$250 will be assessed for suspended Services and must be collected with the overdue Fees for the account to be reinstated. Fees not disputed within 30 days of due date are conclusively deemed accurate and all Services subject to those undisputed Fees shall be deemed fully accepted and by KRAMBU and in full compliance with this Agreement.

(b) Taxes. Customer is responsible for all taxes under this Agreement, however designated, levied or based, excluding income taxes payable by KRAMBU. Customer's tax obligations include, without limitation, all state and local privilege taxes, sales and use taxes, excise taxes based on gross revenue, and *ad valorem* or personal property taxes (collectively, "Tax"). Customer agrees that if any of the foregoing is paid by KRAMBU, Customer shall reimburse KRAMBU for the amount paid plus any related expenses incurred and interest assessed. Unless otherwise stated as a separate line item on any bill or invoice provided by KRAMBU, all payments required by this Agreement are exclusive of any applicable Tax.

6. Rules and Regulations.

Customer agrees to abide by all rules, regulations, policies and procedures with regard to the use of the Space and the Data Center from time to time published by KRAMBU (whether written or published on KRAMBU's website).

7. Confidentiality.

KRAMBU and Customer, for itself, its agents, employees and representatives, agrees that it will not divulge any confidential or proprietary information it receives from the other party, except as may be required by law.

8. Insurance.

(a) *Liability Insurance.* Customer agrees to maintain in force and effect during the Term of this Agreement one or more policies of commercial general liability insurance, with a company licensed to do business within the state where the Data Center is located, insuring Customer against all hazards and risks customarily insured against by persons locating equipment such as the Equipment in space in buildings such as the Space in the Data Center. The policy shall be written on a per-occurrence basis with blanket contractual liability coverage, with respect to use of the Space in the Data Center and operation of Customer's business therein, with a combined single-limit coverage of not less than \$1,000,000 and aggregate umbrella coverage of not less than an additional \$1,000,000. Customer shall maintain property insurance (inclusive of coverage for data, media and electronic data processing perils) written on a "Special Form" basis at full replacement cost value. Customer's policies shall contain provisions providing that such insurance shall be primary insurance insofar as Customer is concerned, with any other insurance maintained by KRAMBU being excess and noncontributing with the insurance of Customer required hereunder; and the same shall provide coverage for the contractual liability of Customer to indemnify KRAMBU. Each of Customer's policies shall name KRAMBU and any additional persons, or entities that KRAMBU may reasonably designate in writing, as "additional insureds". All such policies shall provide that Customer's insurer waives all rights of subrogation against KRAMBU.

(b) *Cancellation of Policies.* Each such policy shall provide that it cannot be canceled or modified unless KRAMBU is given 30 calendar days advance written notice of such cancellation or modification. The insurance requirements set forth herein are independent of Customer's indemnification and other obligations hereunder and shall not be construed or interpreted in any way to restrict, limit, or modify Customer's indemnification and other obligations, or to limit Customer's liability.

(c) *Insurance Carriers.* Customer shall obtain all insurance policies with carriers having an A.M. Best rating of A- VIII or better. Before occupying the Space or engaging in any of the Permitted Uses, and at any time thereafter upon KRAMBU's request, Customer shall submit to KRAMBU evidence that Customer has the insurance policies required hereunder in effect and shall provide to KRAMBU certificates, with copies of all applicable endorsements attached, to KRAMBU. Customer shall ensure that KRAMBU receives at least 30 days' prior written notice before any policy is cancelled or materially modified.

9. Indemnity.

(a) Indemnification. Customer and its parent companies, affiliated companies and subsidiary companies (each, as an “Indemnifying Party”) each hereby agree to indemnify, defend, protect and hold KRAMBU and its officers, directors, shareholders, employees, agents, representatives, parent companies, affiliated companies and subsidiary companies (each, as an “Indemnified Party”) free and harmless from and against all Claims (defined below) for damages (including but not limited to attorneys’ fees, costs and expenses), injury and death arising out of or relating directly or indirectly to the failure or alleged failure by the Indemnifying Party to comply with this Agreement, the License granted hereunder and Customer’s use of the Space. For purposes of this Section, the term “Claims” means any and all claims, causes of action (whether based on tort or contract law principles, law or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and reasonable attorneys’ fees and costs. This indemnification extends to and includes claims for injury to any persons (including death at any time resulting from that injury), and loss of, injury or damage to, or destruction of real or personal property (including all loss of use resulting from that loss, injury, damage, or destruction of the Space or Data Center).

(b) Survival. The provisions of this Section shall survive the termination, cancellation or expiration of this Agreement for any reason.

(c) Procedures. The Indemnified Party seeking indemnification under this Section shall give the Indemnifying Party prompt notice of any claim asserted or threatened against such Indemnified Party and the basis upon which such Indemnified Party intends to seek indemnification, but the obligations of the Indemnifying Party shall not be conditioned upon receipt of such notice except to the extent that the Indemnifying Party is actually prejudiced by such failure to give notice). The Indemnifying Party shall promptly assume the defense of any Indemnified Party, with counsel reasonably satisfactory to such Indemnified Party, and the fees and expenses of such counsel shall be at the sole cost and expense of the Indemnifying Party. Notwithstanding the foregoing, any Indemnified Party shall be entitled, at its expense, to employ counsel separate from counsel for the Indemnifying Party and from any other party in such action, proceeding, or investigation. An Indemnified Party may not agree to a settlement of a Claim without the prior written approval of the Indemnifying Party, which approval shall not be unreasonably withheld. No Indemnifying Party may agree to a settlement of a Claim against an Indemnified Party unless such settlement includes a full release of the Indemnified Party.

(d) Damages to Data Center. The Customer shall reimburse KRAMBU for any damage to the Data Center or any equipment therein caused by the Customer's Equipment or caused by the Customer during any visit to the Data Center.

10. Disclaimer of Warranties.

THIS AGREEMENT PROVIDES LICENSES AND SERVICES AND IS NOT A SALE OF GOODS. KRAMBU PROVIDES THE SPACE AND THE SERVICES ON AN "AS IS WHERE-IS" BASIS AND WITH "ALL FAULTS" AND MAKES NO WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES, THE SPACE, THE DATA CENTER, THE LICENSE, OR ANY OTHER RIGHTS, OBLIGATIONS OR PERFORMANCE UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE ALL HEREBY DISCLAIMED. KRAMBU SHALL NOT BE RESPONSIBLE FOR ANY DELAYS OF ANY KIND, REGARDLESS OF CAUSE. In the event of any breach of this Agreement by KRAMBU, Customer's sole and exclusive remedy shall be as follows: upon delivery of written notice to KRAMBU of the breach, KRAMBU shall, in its sole discretion, re-perform or correct any Services or other breaches, or provide to Customer a refund or credit in accordance with the terms and conditions of the Service Level Agreement. THE FOREGOING OBLIGATIONS AND REMEDIES SET FORTH IN THE PRECEDING SENTENCE SHALL CONSTITUTE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR ANY BREACH OF THIS AGREEMENT, WHICH REMEDIES SHALL APPLY EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE.

11. Event of Default by Customer.

The occurrence of any one or more of the following shall constitute an "Event of Default" by Customer under this Agreement: (a) on or after the 20th calendar day of each month during the Term hereof, Customer for any reason fails to pay to KRAMBU any Fees, Obligations or any other amount due hereunder, or (b) on or after the 20th day after the date when due, Customer fails to pay to any other person or entity to whom Customer is required by this Agreement to make payment of any amount required by this Agreement to be paid; or (c) Customer fails to perform any obligation or covenant set forth in this Agreement that is not cured within 10 business days following receipt of written notice thereof.

12. KRAMBU's Remedy Upon Default; Termination.

(a) Rights in the Event of Default by Customer. In addition to all other rights and remedies granted to KRAMBU in this Agreement and available under applicable law, (including, but not

limited to, the right to charge and collect Administrative Charges and Default Interest), upon the occurrence of an Event of Default by Customer, all obligations of KRAMBU to provide to Customer the Services and use of or access to the Space under this Agreement shall immediately and automatically terminate without further notice to Customer and KRAMBU shall have the right to: (i) cease providing the Services to Customer without notice to Customer,; and (ii) remove the Equipment from the Space and Data Center without notice to Customer in accordance with Section 12(c) below; and (iii) terminate this Agreement, subject to the continuing rights of KRAMBU under this Agreement to require payment of the Obligations and to exercise the remedies provided in Section 12(c) below.

(b) Termination Obligations. Customer agrees that, upon the cancellation, expiration or termination of the License or this Agreement for any reason whatsoever, Customer shall, within 10 calendar days, make payment in full on all Obligations under this Agreement, including all outstanding Fees, Administrative Charges, Default Interest and other amounts due to KRAMBU.

(c) Right to Remove Equipment. If Customer fails to promptly make full payment to KRAMBU of all Obligations and KRAMBU has the right to remove the Equipment as set forth in Section 12(a) above, then, to the fullest extent permitted by law, KRAMBU shall have the right to take and hold possession of the Equipment, and KRAMBU shall have all of the rights of a secured party with respect to the Equipment and all other collateral for the Obligations. KRAMBU may, at Customer's expense: (i) remove and store such Equipment and items; and (ii) restore those portions of the Space and Data Center damaged by such removal to their original condition as it existed immediately before the installation or placement of such items. All costs and expenses incurred in connection with (i) and (ii) in the preceding sentence shall be included within the definition of "Obligations". KRAMBU may, unless all outstanding Obligations are paid to KRAMBU within 10 calendar days after written notice to the Customer, dispose of the Equipment and other collateral for the Obligations at public or private sale, in the manner permitted under the Uniform Commercial Code, and may exercise any other remedy available to KRAMBU at law or in equity.

(d) Payment upon Termination. Upon the termination or cancellation of this Agreement for any reason before the end of the then-current Term other than a termination or cancellation as a result of a default by KRAMBU under Section 13 below, all Fees and other costs, expenses and amounts for the License, the Services and any other Obligations incurred during the full Term of the Agreement shall be immediately and automatically accelerated and due and payable in full to KRAMBU within 10 calendar of the date of such termination or cancellation

13. Event of Default by KRAMBU.

The failure by KRAMBU to perform any obligation or covenant set forth in this Agreement, if the same is not cured within 10 business days following receipt of written notice thereof, shall constitute an “Event of Default” by KRAMBU. Upon the occurrence of such Event of Default, Customer may terminate the Agreement upon not less than three business days’ written notice to KRAMBU.

14. Attorneys’ Fees.

If any legal or administrative action or proceeding is brought by either party against the other party to enforce or interpret any term or provision of this Agreement, the prevailing party in the action or proceeding shall be entitled to recover from the party not prevailing its reasonable attorneys’ fees and costs incurred in connection with the prosecution or defense of such action or proceeding. The foregoing includes, without limitation, attorneys’ fees and costs of investigation incurred in appellate and remand proceedings, or costs incurred in establishing the right to indemnification.

15. Assignment.

The License and obligations under this Agreement are personal to Customer, and KRAMBU has entered into this Agreement and granted the License to Customer after an evaluation of creditworthiness and experience. Customer may not assign, sub-license or transfer this Agreement or the Space or License in whole or in part, whether by contract, merger, reorganization or the sale of all or substantially all of the stock, equity or control of Customer, and Customer will not allow any other person or entity to use the Space or License for any reason, without first obtaining the prior written consent of KRAMBU, which consent may be granted or withheld in KRAMBU’s sole and absolute discretion. Any purported assignment or delegation without the required consent shall be null and void and of no legal force or effect.

16. Governing Law; Jurisdiction; Dispute Resolution.

(a) Governing Law. These Terms and Conditions, and any dispute, claim, or controversy (whether in contract, tort, or otherwise) related to or arising out of these Terms and Conditions or any Colocation Services Order Form (“Dispute”) are governed by the laws of the State of Delaware (excluding the conflicts of law rules) and the federal laws of the United States.

(b) Dispute Resolution. The parties agree to waive, to the maximum extent permitted by law, any right to a jury trial with respect to any Dispute. KRAMBU and Customer will attempt to resolve any Dispute through negotiation with persons fully authorized to resolve the Dispute, or

through mediation using a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. If the parties are unable to resolve the Dispute through negotiation or mediation within a reasonable time after written notice from one party to the other that a Dispute exists, the Dispute shall be resolved exclusively and finally by binding arbitration administered by the American Arbitration Association. The arbitration hearing shall take place in Coeur 'd Alene, Idaho and will be governed by the rules of the American Arbitration Association. The arbitrator shall base its award on the terms of any written agreements, and will follow the law of the State of Delaware. The arbitrator shall render its award in writing and will include the findings of fact and conclusion of law upon which the award is based. Judgment upon the arbitration award may be entered by any court of competent jurisdiction. If any provision of this arbitration agreement is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced, but in no case shall there be a class action arbitration. Although the merits of the underlying Dispute will be resolved in accordance with this Section, any party has the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction, or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitation periods, or preserve a superior position with respect to other creditors.

17. No Waiver.

The failure of either party at any time to enforce any right or remedy available to it under this Agreement or under any other document or instrument executed in connection herewith shall not be construed to be a waiver of such right or remedy with respect to any other breach or failure by either party.

18. Limitation of Liability.

(a) NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY AND TO THE FULLEST EXTENT PERMITTED BY LAW: (I) THE TOTAL AND AGGREGATE LIABILITY OF KRAMBU TO CUSTOMER ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE LICENSE, THE SERVICES, SPACE OR DATA CENTER SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID TO KRAMBU BY CUSTOMER UNDER THIS AGREEMENT IN THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY; AND (II) IN NO EVENT SHALL KRAMBU BE LIABLE TO CUSTOMER FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, INJURY TO BUSINESS OR REPUTATION, LOST DATA, BUSINESS OR CUSTOMERS, THE LOSS OF PROSPECTIVE PROFITS OR ANTICIPATED SALES OR ON ACCOUNT OF EXPENDITURES, INVESTMENTS, OR COMMITMENTS INCURRED IN CONNECTION

WITH CUSTOMER'S BUSINESS, WHICH RESULT FROM ANY OUTAGES OF THE SERVICES OR ANY OTHER FAILURE OF CONNECTIVITY OR ANY OTHER FAILURES.

(b) KRAMBU SHALL NOT BE LIABLE FOR ANY OF THE FOLLOWING: (I) THE CONTENT OF THE INFORMATION PASSING OVER KRAMBU'S NETWORK; (II) UNAUTHORIZED ACCESS OR DAMAGE TO, ALTERATION, THEFT, DESTRUCTION OR LOSS OF, EQUIPMENT, CUSTOMER'S RECORDS, INFORMATION, FILES OR DATA; (III) CLAIMS FOR DAMAGES CAUSED BY CUSTOMER; (IV) CLAIMS AGAINST CUSTOMER BY ANY OTHER PARTY; OR (V) THE INSTALLATION AND/OR REMOVAL OF ANY AND ALL EQUIPMENT OR SUPPLIES.

(c) CUSTOMER AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES ASSUME ALL RISK, INCLUDING, WITHOUT LIMITATION, FALLS AND ELECTRIC SHOCKS, AND RELEASES KRAMBU AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY LIABILITY WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO PERSON AND/OR PROPERTY, EVEN IF CAUSED BY KRAMBU'S OWN NEGLIGENCE.

(d) ALL OF THE LIMITATIONS IN THIS SECTION 18 SHALL APPLY EVEN IF KRAMBU HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND WHETHER ANY CLAIMS ARE BASED IN CONTRACT, TORT, STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE.

19. Notices.

All notices and demands hereunder shall be in writing and shall be served by personal service by mail at the address of the receiving party set forth below (or at such different address as maybe designated by such party by written notice to the other party). All Notices and other communications hereunder shall be deemed to have been duly given as of the date of confirmed delivery or confirmed facsimile transmission. To be effective, Notices must be delivered to the attention of:

To KRAMBU, Inc.
7560 N Government Way #2
Coeur 'd Alene, ID 83815
ATTN: Legal Department
e-mail: legal@krambu.com
Telephone: (833) 457-2628

To Customer
At the Customer's Contact Name and Address

as Listed in the Colocation Service Order Form

20. KRAMBU's Right to Access Space.

KRAMBU retains the right to access the Space at any time and from time to time to perform maintenance and repairs, to inspect the Equipment and to perform the Services.

21. Force Majeure.

"Force Majeure" means any of the following events: acts of war, acts of God; rebellion or sabotage or damage resulting there from; expropriation or confiscation of facilities by any governmental authority; compliance with any order of any governmental authority; acts of the government in its sovereign capacity which cause a delay, deferral or suspension in KRAMBU's ability to provide the Services; earthquakes; hurricanes; fires; floods; explosion; accidents; quarantine restrictions; freight or other embargoes; casualty loss; strikes; labor disputes; shortages of materials or transportation; electrical blackouts or brownouts; the failure of any utility provider to deliver electricity or water to the Data Center; and the failure of Customer's Equipment. Notwithstanding the above, *Force Majeure* shall not include (a) any event caused by the fault, negligence, failure to pay money or financial inability of the party claiming *Force Majeure*, and (b) any event within the reasonable control of the party claiming *Force Majeure*. A party's obligation to pay money to another party will not be delayed, affected or changed by an event of *Force Majeure*.

22. Relationship of the Parties.

The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, KRAMBU shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.

23. Representations and Warranties.

Both parties represent and warrant to the other: (a) if Customer is a corporation, limited liability company, partnership or other entity, that it is a duly organized and existing legal entity under the laws of its domicile; (b) that it has full authority to enter this Agreement, and that this Agreement is enforceable against such party in accordance with its terms; (c) that the execution

and performance of this Agreement does not and will not violate or interfere with any other agreement by which such warranting party is bound; and (d) that the warranting party will not enter into any agreement whose execution or performance would violate or interfere with this Agreement.

24. Interpretation.

Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement. Any purchase order or other instrument of Customer provided to KRAMBU or accompanying any payment is for Customer's internal use only and its terms shall not alter or amend the terms of this Agreement.

25. Counterparts.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

26. Severability.

Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible. Otherwise, such provision shall be severed from this Agreement and ineffective to the extent of such prohibition or invalidity without it invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances.

27. Confidentiality.

Each party for itself, its agents, employees and representatives agrees that it will not divulge any confidential or proprietary information it receives from the other party, except as may be required by law. The terms and conditions of this Agreement shall be considered confidential or proprietary information under this paragraph. Neither party shall use the other party's name in marketing materials including, but not limited to press releases, without the prior written consent of the other party. The obligations of confidentiality and indemnification stated herein shall survive the termination of this Agreement.

28. Entire Agreement.

This Agreement constitutes the entire understanding of the parties related to the subject matter hereof. The parties have read this Agreement and agree to be bound by its terms, and further agree that it, together with all Exhibits hereto (the terms of which are incorporated herein by this reference), constitutes the complete and entire agreement of the parties and supersedes all and merges all previous communications, oral or written, and all other communications between them relating to the subject matter hereof. No representations or statements of any kind made by either party that are not expressly stated herein shall be binding on such party. The parties agree that there are no third-party beneficiaries to this Agreement, whether express or intended.

EXHIBIT "A"
SERVICE LEVEL AGREEMENT

KRAMBU agrees to and shall provide the Services to the Equipment in the Space in accordance with this Service Level Agreement. Capitalized terms not defined herein shall have the same meaning as in the Colocation Service Order Form and this Agreement:

1. Power

KRAMBU's intention is to provide uninterrupted power to the Equipment in the Space; *however*, events occur from time to time that may interrupt the power delivered to the Equipment in the Space. If Customer experiences an interruption in power delivery to the Equipment in the Space (a "Power Interruption"), excluding scheduled maintenance, KRAMBU shall, for each impacted power circuit in the Space, grant to Customer a credit during the next succeeding month (a "Power Interrupt Credit"). Notwithstanding the foregoing, if a Power Interruption is caused by one or more events of Force Majeure or by the Customer exceeding 80% of a circuit breaker's rating under continuous load, the Customer shall not be entitled to a Power Interrupt Credit. The Power Interrupt Credit shall be based on the following schedule:

Per 15 Minutes of downtime: 30 minutes of Power Interrupt Credit allocable to the specific impacted power circuit.

Power Interrupt Credits are not cumulative from month to month and apply only to the month in which the Power Interruption occurred. Customer shall not receive during any month of the Term hereof a Power Interrupt Credit, which cumulatively exceed 100% of the monthly Fee allocable to the power circuit(s) affected in the Space. Where possible, KRAMBU will provide Customer with directed remote hands-services (without charge) to power up affected Equipment on a best effort basis.

Notwithstanding anything to the contrary in this Service Level Agreement, no Power Interruption Credit shall be given due to network outages.

2. Network

The Customer acknowledges that KRAMBU will not operate the internet connection, and the Customer will use such internet connection at its own risk. The Customer's use of the of the network must comply with the network's rules.

KRAMBU guarantees that the network will be available 100% of the time in a given month excluding interruptions caused by: (i) scheduled maintenance; (ii) the Customer's acts or omissions, including negligence or willful misconduct; (iii) failure of any equipment not owned or managed by KRAMBU; (iv) failure of the Customer to comply with KRAMBU's requests for tests or repairs of the Equipment; (v) transmission of data above specified rates; (vi) interruptions caused by a force majeure; (vii) the interruption or delay in telecommunications or third party services; (viii) a disconnect in a fiber line; (ix) hardware or software failures; or (x) network floods, hacks or attacks from outside parties

Krambu will give the Customer a credit of 30 minutes per 15 minutes downtime (up to 100% of Customer's monthly Internet Access fee). Network uptime includes functioning of all network infrastructure including router, switches and cabling. Network downtime exists when the Customer is unable to transmit and receive data and KRAMBU records such failure in the KRAMBU trouble ticket system.

Notwithstanding anything to the contrary in this Service Level Agreement, no network credit shall be given due to power outages.

KRAMBU will respect network privacy; *however*, KRAMBU reserves the right to monitor network activity for use and reliability purposes.

3. Cross-Connects

KRAMBU's cross-connects in the Data Center are designed for 100% circuit availability. If KRAMBU's cross connects degrade outside acceptable BellCore parameters (i.e., in excess of one minute) (a "Degrade Interruption"), excluding scheduled maintenance, KRAMBU shall, for each impacted cross-connect in the Space, grant to Customer a percentage credit during the next succeeding month (a "Degrade Interrupt Percentage Credit"). Notwithstanding the foregoing, if a Degrade Interruption is caused by one or more events of Force Majeure, the Customer shall not be entitled a Degrade Interrupt Percentage Credit.

Degrade Interrupt Percentage Credits are not cumulative from month to month and apply only to the month in which the Degrade Interruption occurred. Customer shall not receive during any month of the Term hereof a Degrade Interrupt Percentage Credit, which cumulatively exceed 100% of the monthly Fee allocable to the cross-connects affected in the Space.

4. Refunds or Credits

To qualify for a refund or credit pursuant to this Service Level Agreement, Customer must (a) contact KRAMBU within one business day of the occurrence of the event for which the refund

or credit is being requested and open a “trouble ticket” describing with precision the dates and time of the event, the length of the event (in minutes and hours), the type of event, which rack, cage, or cabinet in the Space was affected by the event, and what effect the event had on Customer’s ability to operate the Equipment during the event. Upon opening of the “trouble ticket” KRAMBU will commence to investigate the facts which led to the event KRAMBU Customer shall make a joint examination of KRAMBU’s facility monitoring system records for the impacted cage, rack or cabinet in the Space. KRAMBU agrees to and shall make a determination of whether Customer is entitled to a refund or credit within 30 calendar days from the occurrence of the event. Until such determination, Customer shall continue to pay on a timely basis all monthly Fees required by the Agreement without offset, credit or deduction. The amount of any refund or credit to which Customer is entitled for an impacted power circuit, Internet access, or cross-connect shall not exceed 100% of the monthly Fee allocable to the specific impacted power circuit, Internet access, or cross-connect. Under no circumstance will Customer be entitled to a refund or credit if the event complained of was caused by an event of Force Majeure, scheduled maintenance, or Customer’s actions.

5. Customer’s Responsibility

Customer agrees to and shall abide by and honor all rules, regulations, policies and procedures with regard to the use of the Space and the Data Center from time to time published by KRAMBU (whether written or published on KRAMBU’s website). By signing the Colocation Service Order Form the Customer agrees to be bound by these Terms and Conditions. KRAMBU will confirm delivery date after the order has been validated and approved.