

ECOFIT MASTER AGREEMENT CLOUD SERVICES ADDENDUM

Last Updated: October 31, 2019

This Cloud Services Addendum (“**Cloud Services Addendum**”) is part of, subject to and governed by the terms and conditions of the EcoFit Master Agreement between Customer and EcoFit that references this Cloud Services Addendum.

1. **Definitions.** Capitalized terms used but not defined in this Cloud Services Addendum have the meaning set forth in the Agreement.

2. **Cloud Services Access.**

2.1 **Access.** Subject to the terms and conditions of the Agreement and provided Customer remains in compliance with the Agreement, EcoFit will make the Cloud Services available to Customer on the terms and conditions set out in the Agreement including this Cloud Services Addendum.

2.2 **Suspension of Access; Scheduled Downtime; Modifications.** EcoFit may from time to time and in its discretion, without limiting any of its other rights or remedies at law or in equity, under the Agreement: (a) suspend Customer’s access to or use of the Cloud Services or any component thereof: (i) for scheduled maintenance; (ii) due to a Force Majeure; (iii) if EcoFit believes in good faith that Customer or any End User has violated any provision of the Agreement; or (iv) to address any emergency security concerns; and (b) make any modifications, improvements, customizations, updates and enhancements to the Cloud Services.

2.3 **Availability Service Levels.** EcoFit will make commercially reasonable efforts to provide the Cloud Services on a 24 x 7 x 365 basis with an objective of achieving 99.00% availability for each calendar month, excluding downtime or suspension of the Cloud Services in accordance with Section 2.2 (the “**Availability Service Level**”). If EcoFit fails to meet its Availability Service Level in any calendar month during the Term, Customer will be entitled to credits as follows:

Availability Service Level	Credit against the following month’s Total Monthly Fee
99.00% or greater	N/A
98%-98.99%	5%
Under 97.99%	10%

EcoFit’s payment of the credits is EcoFit’s sole liability and entire obligation and Customer’s exclusive remedy for any breach by EcoFit of its Availability Service Level.

3. **Account Credentials.** Customer will ensure that End Users that Customer wishes to have access to and use of the Cloud Services only use the Cloud Services through the account provided by EcoFit to Customer for such use. Customer will not allow any such End User to share the account credentials provided by EcoFit for such use. Customer will promptly notify EcoFit of any actual or suspected unauthorized use of the Cloud Services. EcoFit reserves the right to suspend, deactivate, or replace such account if it determines that it have been used for an unauthorized purpose.

4. **Fees and Payments.** In consideration for the access granted to Customer and the performance of EcoFit’s obligations under this Cloud Services Addendum, Customer will pay to EcoFit the amounts set

forth in the Cover Page in connection with such Cloud Services. Any suspension of the Cloud Services by EcoFit pursuant to the terms of the Agreement will not excuse Customer from its obligation to make payments under the Agreement.

5. Term and Termination. This Cloud Services Addendum is effective beginning on the earlier of: (a) the date Customer first uses the Cloud Services; or (b) the date Customer agrees to be bound by this Cloud Services Addendum; and will continue during the period within which Customer subscribes to the Cloud Services, unless terminated earlier in accordance with the Agreement or this Cloud Services Addendum. EcoFit may terminate this Cloud Services Addendum by providing written notice to Customer if Customer fails to comply with the terms and conditions of the Agreement or this Cloud Services Addendum. The provisions of Sections 4 will survive termination or expiration of this Cloud Services Addendum together with such other provisions of this Cloud Services Addendum which expressly or by their nature survive termination or expiration.