

FIDUCIAL CLOUD-XPRESS GENERAL TERMS AND CONDITIONS

By placing the Order to which these General Terms and Conditions of Service (“General Terms”) are attached, the Customer shall accept and agree to the General Terms. Herein “Customer” or “You” or “Your” shall refer to the customer listed on the Order, and “CloudXpress” shall refer to Fiducial Technology, Inc. d/b/a CloudXpress.

1. General. The Service Order Form sets forth the customer-specific terms of Your Service Order. The Service Order Form together with (a) these General Terms, (b) the “[CloudXpress Master Terms and Conditions](http://www.cloud-xpress.com/wp-content/uploads/2017/07/Cloud-Xpress_Master_Terms_and_Conditions.pdf)” which can be found at [http://www.cloud-xpress.com/wp-content/uploads/2017/07/Cloud-Xpress_Master_Terms_and_Conditions.pdf], and (c) the “[CloudXpress Service Level Terms](http://www.cloud-xpress.com/wp-content/uploads/2017/07/Cloud-Xpress-SLA.pdf)” which can be found at [<http://www.cloud-xpress.com/wp-content/uploads/2017/07/Cloud-Xpress-SLA.pdf>], collectively set forth all terms and conditions of CloudXpress’s delivery and Your receipt of any or all Services provided by CloudXpress, and shall collectively be called your Master Service Agreement or “MSA.” The specific Services to be provided are identified in the Service Order submitted by You and accepted by CloudXpress. The MSA is intended to cover any and all Services ordered by You and provided by CloudXpress, including any changes, additions or cancellations of Services. The CloudXpress Master Terms and Conditions and the CloudXpress Service Level Terms may be amended from time to time at the sole discretion of CloudXpress, and will be effective upon the posting of such amended terms at the URL’s noted above.

2. Services. Subject to the MSA, Cloud Xpress agrees to provide You, and You agree to purchase from CloudXpress, the service(s) identified in the accepted Service Order Form attached hereto and incorporated herein (collectively, the “Service” or “Services”).

3. Term. The term of the MSA with respect to each accepted Service Order shall commence on the Requested Service Date (as specified in an accepted Service Order Form) or the date upon which the Service first becomes available, whichever is later (the “Service Commencement Date”). If You have paid the Set-Up Fees (as described in the Service Order) for the initiation of your Services, then the term of the Service under the MSA shall continue on a month-to-month basis until You provide CloudXpress with thirty (30) written notice to terminate Service(s), or until CloudXpress shall terminate the Services in accordance with the MSA. If you have not been assessed Set-Up Fees in the Service Order Form, then the initial term of the MSA shall expire twelve (12) months from commencement (“Initial Term”). Thereafter, the term of the Service under the MSA shall continue on a month-to-month basis as described above, provided that if You should cancel or terminate your Service Order during the Initial Term, You shall be responsible for full payment of all fees that are a payable under the Service Order during the Initial Term and CloudXpress shall assess that charge per the terms of Paragraph 4 below.

4. Invoicing and Payment. You will provide CloudXpress with valid and updated credit card information, or alternative electronic payment processing documentation or authorization reasonably acceptable to CloudXpress. If You provide credit card information to CloudXpress, You authorize CloudXpress to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s). Such charges shall be made on the first day of each. If the Order Form specifies that payment will be by a method other than a credit card, CloudXpress will invoice You in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due net 15 days from the invoice date. You are responsible for providing complete and accurate billing and contact information to CloudXpress and notifying Us of any changes to such information.

5. Credit Approval. The provision of Services by CloudXpress is subject to its approval of Your credit based on a review of reports available from credit reporting agencies or credit industry clearinghouses. In conformity with CloudXpress’s established policies, if Your financial condition cannot be verified or is otherwise unacceptable to CloudXpress, CloudXpress may establish certain credit measures including but not limited to requiring deposits or irrevocable letters of credit as a condition to providing Service. The provisions of this Section 5 are independent of, and in addition to, such other rights and remedies as CloudXpress may have at law or in equity or otherwise for any breach of this Agreement by You.

6. Taxes. CloudXpress's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder

7. Future Functionality. You agree that Your purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CloudXpress regarding future functionality or features.

8. Limitation of Liability. CLOUDXPRESS WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, PROFITS, INFORMATION OR OTHER COMMERCIAL OR ECONOMIC LOSS, WHETHER SUCH DAMAGES ARE BASED ON BREACH OF CONTRACT, NEGLIGENCE OR OTHERWISE EVEN IF CLOUDXPRESS HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. CLOUDXPRESS'S LIABILITY TO YOU FOR ANY OTHER DAMAGES DUE TO FAILURE OF SERVICE ARISING FROM ITS NEGLIGENCE OR BREACH OF THE AGREEMENT SHALL BE LIMITED TO THE CHARGES FOR THE SERVICE AFFECTED BY THE FAILURE FOR THE PERIOD OF SUCH FAILURE. IN NO EVENT WILL CLOUDXPRESS OR ANY OF ITS VENDORS, SUPPLIERS OR THE LIKE BE LIABLE TO YOU FOR ANY CLAIMS ARISING OUT OF OR RELATED TO YOUR BUSINESS DUE TO INTERRUPTIONS, UNAVAILABILITY OR LOSS OF USE OF SERVICES PROVIDED BY CLOUDXPRESS EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER CLOUDXPRESS NOR ITS SUPPLIERS, VENDORS AND THE LIKE WILL BE LIABLE FOR THE UNAUTHORIZED USE OF, OR ACCESS TO, YOUR TRANSMISSION FACILITIES OR PREMISE EQUIPMENT OR FOR THE PREMISE EQUIPMENT OR FOR THE UNAUTHORIZED ACCESS TO OR THE ALTERATION, THEFT OR THE DESTRUCTION OF YOUR DATA FILES, PROGRAMS PROCEDURES OR INFORMATION THROUGH ACCIDENT, FRAUDULENT MEANS OR DEVICES OR ANY OTHER METHOD DEvised BY A THIRD-PARTY.

9. Indemnification. You shall indemnify, defend and hold harmless CloudXpress and its affiliates, employees, directors, officers, representatives, subcontractors, colocation service providers, suppliers and agents ("CloudXpress Indemnified Parties") from and against all demands, claims, actions or causes of action, assessments, losses, damages, liabilities, costs and expenses, including, without limitation, interest, penalties and reasonable attorneys' fees and disbursements (collectively, "Claims"), to the extent any such Claim is asserted by a third party against any CloudXpress Indemnified Party, directly or indirectly, by reason of or resulting from Your failure to perform an obligation under this Agreement or any action or inaction of You or your employees or agents that is illegal or constitutes negligence or intentional misconduct, or as a result of claims for libel, slander, infringement of copyright or unauthorized use of trademark, logo, trade name or service mark arising out of use of any Services.

10. Force Majeure. If CloudXpress's performance of the MSA or any obligation thereunder is prevented, restricted or interfered with by causes beyond its reasonable control, including but not limited to, acts of God, fire, explosion, vandalism, terrorism, cable cut, storm or other similar occurrence, any law, order, regulation, direction, action or request of the United States government or state or local governments, any instrumentality of any one or more said governments, or of any civil or military authority, or by national emergencies, insurrections, riots, wars, strikes, lockouts or work stoppages or other labor difficulties, supplier failures, shortages, breaches or delays, CloudXpress shall not be liable for any such failure of performance.

CLOUD-XPRESS

Customer

Printed name:

Printed name:

Title:

Title:

Date: _____

Date: _____