

CareFree Cloud Server

Statement of Work

This Cloud Server Statement of Work (“SOW”) is governed under the Master Service Agreement (the “Agreement”) between Framework IT, LLC (“Company”, “FWC”, “us” or “our”) and the client whose name and authorized signatory appear in the signature block of the quote related to the services provided in this Agreement (“Client”, “you” or “your”), below. Capitalized terms in this SOW shall have the same meaning as those in the Agreement, unless otherwise indicated below.

1. **Commencement Date.** The Services (defined below) will commence on the date (“Commencement Date”) on which your data is uploaded to a cloud computing server (the “Cloud”) owned by a third party provider (the “Third Party”). The Services will continue to be provided until the term of this SOW expires, unless sooner terminated (i) pursuant to the Agreement or as expressly indicated herein (ii) a termination by the third party provider of access to the Cloud by Company. The terms of this SOW shall govern the relationship between the Parties upon signature of the quote for services covered under this Agreement (the “Quote”) and the Quote shall be deemed a part of this SOW.
2. **Services.** Subject to the terms described in this SOW and the attached Schedule A, FWC shall provide access to the Cloud through the FWC Cloud account between Framework and the Third Party (the “FWC Cloud Account”), and host the data of the Client on the Cloud through the FWC Cloud Account (the “Services”). Any services relating to the setup of an account for the Cloud, migration of data onto the Cloud, or any other work done by FWC related to the Cloud, shall not be part of the Services and shall be billed subject to a separate SOW. This SOW applies exclusively to the hosting of data on the Cloud as owned and operated by the Third Party.
3. **Exclusions.** The following services are expressly excluded under this SOW:
 - All services other than cloud hosting, including account setup, maintenance, and data migrations.
4. **Third Party Term.** Client understands and acknowledges that FWC does not have control of the Cloud or the Third Party. Client acknowledges that the identity of the third party is either Amazon Web Services or Microsoft Azure, as stated on the proposal for the Client, unless otherwise designated in the Quote. Client acknowledges that FWC is bound by the terms and conditions of the Third Party terms (the “Terms”), and agrees to be bound by the Terms as if the Client had directly agreed to the Terms with the Third Party. Client agrees to additionally be bound by any updates to the Terms, as made by the Third Party. The Terms for Amazon Web Services and Microsoft Azure are located here:
 - **Amazon Web Services:** <https://aws.amazon.com/service-terms/>
 - **Microsoft Azure:** <https://azure.microsoft.com/en-us/support/legal/>
5. **Credits.** Client understands and acknowledges that FWC will not provide any credits, service level adjustments, or other performance of the services due to the performance of the Third Party other than those paid by Third Party to FWC, pursuant to the Terms or otherwise. In the event Client and other entities using the Cloud Account are all similarly effected by an event giving rise to a credit by the Third Party pursuant to the Terms or otherwise, FWC shall provide credits to each such entity in its reasonable judgment based on the amount of data stored and the relative interruptions incurred.

- 6. Authorized Contact(s).** Authorized contacts for this SOW are designated in the Quote.
- 7. Fees.** Client shall pay for the Services as specified in the Quote. The payment of all amounts due pursuant to this SOW shall be made in accordance with the Agreement. The quoted price on the Quote requires enrollment in automatic payment options (either ACH or credit card). If you wish to opt out of the automatic payment options, additional fees apply. Opting out of automatic payment options will result in an additional fee defined as the greater of (i) \$10.00 or (ii) 5% of the total fee for Services applicable to such payment.
- 8. Term.** The Term of this contract shall be for the Term specified in the Quote, starting with the Commencement Date (the "Initial Term"). Upon the expiration of the Initial Term (and each additional term), this SOW will automatically renew for an additional one (1) year Term unless one party notifies the other of its intention to terminate this SOW no less than thirty (30) days in advance of the end of the then-existing Term.

SCHEDULE A

Help Desk

Help desk support is provided between the hours of 8 AM and 5 PM CST, Monday through Friday, and is unavailable (except for emergency services, as described below) on weekends, non-business hours and Company-recognized holidays. Help desk support is provided via email, the customer portal and ticketing system, or telephone; any recovery services will be subject to additional charges at FWC's hourly rates.

Help desk support is provided on a first-come, first-serve basis with prioritized accommodations for urgent or critical-type issues as determined by Company.

Cloud Server Services

Due to technology limitations, all computer hardware, including communications equipment, network servers and related equipment, and cloud computing, has an error transaction rate that can be minimized, but not eliminated. As such, Client understands and agrees that any data sent to or stored by Company in the Cloud may become corrupted or lost due to communication or hardware-related failures. Company cannot and does not warrant that such data corruption or loss will be avoided, and Client agrees that the Company shall be held harmless if such data corruption or loss occurs. Client is strongly advised to keep a backup of all of stored data to mitigate against the unintentional loss of data.

Grant of License

Client hereby grants to FWC a non-exclusive, royalty-free, worldwide right and license during the term of this Agreement to use, reproduce, store, process, retrieve, transmit, distribute, and publish, any content uploaded by Client, and to make archival or backup copies of such content as FWC deems necessary in order to fulfill its duties and obligations under this SOW.

Client Restrictions

Client agrees not to use the Services to:

- Upload, post, email, transmit or otherwise make available any content that is unlawful, harmful, threatening, abusive, harassing, tortuous, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, or racially, ethnically or otherwise objectionable;
- Administer IRC;
- Impersonate any person or entity;
- "Stalk" or otherwise harass another person;
- Forge headers or otherwise manipulate identifiers in order to disguise the origin of any Content transmitted through the Services;
- Upload, post, email, transmit or otherwise make available any Content that Client does not have a right to make available under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements);
- Upload, post, email, transmit or otherwise make available any content that infringes any patent, trademark, trade secret, copyright or other proprietary rights of any party;
- Upload, post, email, transmit or otherwise make available any unsolicited or unauthorized advertising, promotional materials, "junk mail," "spam," "chain letters," or "pyramid schemes;"

- Upload, post, email, transmit or otherwise make available any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- Interfere with or disrupt the Services or servers or networks connected to the Services, or disobey any requirements, procedures, policies or regulations of networks connected to the Service;
- Intentionally or unintentionally violate any applicable local, state, national or international law, including, but not limited to, regulations promulgated by the U.S. Securities and Exchange Commission, any rules of any national or other securities exchange, including, without limitation, the New York Stock Exchange, the American Stock Exchange or the NASDAQ, and any regulations having the force of law;
- Provide material support or resources (or to conceal or disguise the nature, location, source, or ownership of material support or resources) to any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act; and/or
- Collect or store personal data about other users in connection with the prohibited conduct and activities set forth in the paragraphs above.