TERMS COVERING RECURRING CLOUD SERVICES

The following terms and conditions shall be applicable to the performance of the cloud services ("Services") and provision of the goods (collectively, the "Products") as described herein:

1. Payment and Taxes.

(a) Unless otherwise noted herein, invoices will be issued at beginning of each month. Payment is due 30 days from date of each invoice, unless otherwise noted in the invoice.

(b) Client shall be responsible for the payment of all federal, state and local taxes due in connection with the performance of the Services and/or purchase of Products, except for corporate income taxes, workers' compensation, gross receipts or other similar business taxes imposed on Alphaserve. If any sales, use, excise or other taxes are assessed against or required to be collected in connection with the Services, Client agrees to pay or reimburse Alphaserve for an amount equal to any and all such taxes to the jurisdiction collecting the same.

2. Change Orders. Any changes, additions, deletions or modifications to this agreement may affect the implementation schedule for the Products, Services and/or associated fees. Any such changes or modifications to this agreement of any nature shall be made in writing and be authorized by both parties prior to the commencement of any such changes, additions, deletions, or modifications to this agreement.

3. Warranty

(a) Alphaserve makes no warranty for the Services or the Products provided by third-party vendors, including but not limited to the third-party vendors identified herein.

(b) Services and Products provided to Client are subject to the terms and conditions of the original manufacturer's warranty and/or the third-party service vendor's terms. The remedies set forth in such original manufacturer or third-party service vendor's terms shall be Client's sole remedy with respect to Services and Products. Alphaserve's sole responsibility for Products is limited to using commercially reasonable efforts to arrange for procurement, shipping, and, where requested by Client, written and verbal assistance with returns of Products.

ANY AND ALL SERVICES AND PRODUCTS PROVIDED IN CONNECTION WITH THIS AGREEMENT ARE PROVIDED "AS IS". EXCEPT AS EXPRESSLY PROVIDED HEREIN, ALPHASERVE MAKES NO WARRANTY OF ANY KIND, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT OR OTHER VIOLATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT.   ALPHASERVE MAKES NO WARRANTY THAT THE PRODUCTS (A) WILL BE COMPATIBLE WITH ALL TYPES OF HARDWARE OR FUTURE SYSTEMS, OR (B) WILL BE ERROR-FREE. NO ADDITIONAL TERMS IMPOSED BY CLIENT BY PURCHASE ORDER OR OTHERWISE SHALL APPLY TO THIS AGREEMENT.

4. Term and Termination. The term of this Agreement is set forth in the quote, and may be subject to automatic renewals imposed by third-party vendors. In the event of a termination of this Agreement prior to its expiration, Client shall pay Alphaserve for the fees payable for the full term of the Agreement. Client's notice of termination shall not be effective unless Client has paid to Alphaserve all invoices representing Products delivered or to be delivered and Services performed or to be performed through the full term of the agreement. Client's notice of termination relating to this Agreement shall not apply to any other agreement between the parties.

5. Excusable Delay. Client shall provide Alphaserve with access to all hardware, software, Client employees, consultants and facilities, and making reasonable efforts to facilitate completion of the Quote. Any failure or delay by either party in performing its obligations under this Agreement shall be excused to the extent that such failure or delay is caused by conditions beyond its reasonable control, including without limitation Acts of God, accidents, labor disputes, acts of civil or military authorities or scheduling delays or delays in providing necessary resources by the other party or the other party's third party contractors or suppliers.

6. Limitation of Liability. EXCEPT AS OTHERWISE PROVIDED HEREIN, IN NO EVENT SHALL ALPHASERVE BE LIABLE TO CLIENT OR ANY OTHER PERSON OR ENTITY FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY PRODUCTS OR SERVICES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, INJURIES TO PERSONS OR PROPERTY, LOSS OF USE OF PROPERTY, LOST PROFITS, LOSS OR DAMAGE TO DATA OR RECORDS OR DAMAGES FOR WHICH CLIENT MAY BE LIABLE TO OTHER PERSONS OR ENTITIES, EVEN IF ALPHASERVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ALPHASERVE'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT, OR UNDER TORT OR OTHER THEORIES OF LIABILITY SHALL NOT EXCEED THE AMOUNT OF PAYMENTS ACTUALLY MADE BY CLIENT TO ALPHASERVE UNDER THIS AGREEMENT.

7. Miscellaneous

(a) Subcontracts/Assignment. Neither party may assign or otherwise transfer its rights under this Agreement except with the prior written consent of the other party, except however, either party may assign this Agreement to a purchaser of all of the stock, the entire business or substantially all of the assets of the related business unit of such party who expressly assumes all obligations and liabilities of such party hereunder.

(b) Entire Agreement. This Agreement and the applicable exhibits and schedules constitute the entire agreement of the parties on the subject matter of this Agreement. Any amendments must be in writing and signed by both parties.

(c) No Waiver. No waiver of any breach of the Agreement shall constitute a waiver of a subsequent breach.

(d) Binding Effect. This Agreement shall be binding and inure to the benefit of the successors of Alphaserve and Client.

(e) Severability. If any provision of this Agreement is held invalid or unenforceable by a court or agency of competent jurisdiction, the remaining provisions shall nevertheless remain valid and shall continue in full force and effect.

(f) Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflicts of law principles. Client agrees to submit to personal jurisdiction in the state and federal courts located in the State of New York, County of New York and waives any defenses relating to forum non-convenience and improper venue.