

**TERMS OF USE AND SUBSCRIPTION AGREEMENT
FOR
My True Cloud Inc.**

1. BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING YOUR ACCEPTANCE OR BY EXECUTING THE SIGNATURE LINE AT THE BOTTOM OF THIS AGREEMENT, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" OR "YOUR" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES.

2. CHANGES TO THE TERMS OF USE BY MY TrueCloud

We may amend these Terms of Use at any time by posting the amended Terms of Use on the MY TrueCloud Site at <http://www.mytruecloud.com/terms>. If we make a material amendment to these Terms of Use, we will notify you by posting notice of the amendment on Our Site. Any material amendment to these Terms of Use shall be effective automatically 30 days after it is initially posted or, for users who register or otherwise provide opt-in consent during this 30 day period, at the time of registration or consent, as applicable.

3. Purchased Services

3.1 14-Day Free Trial. No Service is deemed to have been purchased should you only accept to participate in Our 30-day free trial offer. During this 14-day free trial offer period you shall abide by the terms outlined in paragraphs 4, 6, 7, 8, 9, and 10. At the end of the 14-day trial period, your connection to the Service shall be discontinued. You shall then have the opportunity to purchase the Service per the terms outlined herein.

3.2. Provision of Purchased Services. We shall make the Purchased Services identified by You in the Order Form and as described in the User Guides available to You pursuant to this Agreement. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

3.3. User Subscriptions. Unless otherwise specified in the applicable Order Form, (i) Services are purchased as monthly User subscriptions and may be accessed by no more than the specified number of Users, (ii) additional User subscriptions may be added at the same pricing as that for the pre-existing subscriptions thereunder. User subscriptions are for designated Users only and cannot be shared or used by more than one User. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

4. Use of the Services

4.1. Our Responsibilities. We shall: (i) provide support for the Purchased Services to You at no additional charge, (ii) use commercially reasonable efforts to make the Purchased Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours notice via the Purchased Services and which We shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday Pacific Time), or (b) any unavailability caused by

circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Our employees), Internet service provider failures or delays, or denial of service attacks, and (iii) provide the Purchased Services only in accordance with applicable laws and government regulations.

4.2. Our Protection of Your Data. We shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. We shall not (a) modify Your Data, (b) disclose Your Data except as compelled by law or as expressly permitted in writing by You, or (c) access Your Data except to provide the Services, and prevent or address service or technical problems, or at Your request in connection with customer support matters.

4.3. Your Responsibilities. You shall (i) be responsible for Users' compliance with this Agreement, (ii) for procuring and maintaining the network connections that connect You to Our Service (iii) be responsible for the accuracy, quality and legality of Your Data and of the means by which You acquired Your Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Services, and notify Us promptly of any such unauthorized access or use, (v) use the Services only in accordance with the User Guide and applicable laws and government regulations. You shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent or lease the Services, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks, and (vi) provide accurate, current and complete information on Your legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change.

4.3. Usage Limitations. Services may be subject to other limitations, such as, for example, limits on disk storage space.

4.4. Third Party Web Sites, Products and Services. We may offer certain Third Party Applications for sale or free use. Any use of such Third Party Applications by You shall be subject to the terms specified by the Third Party Provider. We do not warrant any such Third-Party Applications or services nor are We responsible for the availability or the quality, accuracy, integrity, fitness, safety, reliability, legality, or any other aspect of such Third Party Applications or services

4.5. Ownership of Customer Data. As between You and Us, all title and intellectual property rights in and to Your Data is owned exclusively by You. You acknowledge and agree that in connection with Our Service, We make backup copies of the Your Data in Your account and We store and maintain such data for a period of 30 days following the termination of this Agreement.

4.6. Federal Government End User Provisions. If User is the US Federal Government, We provide the Service, including related software and technology, in accordance with the following: Government technical data and software rights related to the Service include only those rights customarily provided to the public as defined in this Agreement. This customary license is provided in accordance with FAR 12.211 (Technical Data) and FAR 12.212 (Software) and, for Department of Defense transactions, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in Commercial Computer Software or Computer Software Documentation). If a government agency has a need for

rights not conveyed under these terms, it must negotiate with Us to determine if there are acceptable terms for transferring such rights, and a mutually acceptable written addendum specifically conveying such rights must be included in any applicable contract or agreement.

5. Fees and Payment for Purchased Services

5.1. Fees. You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein, (i) purchased subscriptions are for periods of one month commencing on the day the purchase was made or on such date mutually agreed to by both parties, (ii) all purchased user licenses shall automatically renew each month on the purchase anniversary date, unless a user license was terminated using Our online Administrative Tool, prior to the start of the month, and (iii) all fees shall be charged and billed in advance of service.

5.2. Invoicing and Payment. Unless agreed to by Us, all payments will be made via our Authorize.net account. You will provide Us with valid and updated credit card or bank account information, or only if acceptable to Us, with a valid purchase order. If You provide credit card information to Us, You authorize Us to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 3.3 and this Section 5. Such charges shall be made thirty days in advance. If the Order Form specifies that payment will be by a method other than a credit card, We will invoice You in advance. Unless otherwise stated in the Order Form, invoiced charges are due upon receipt of the invoice. You are responsible for providing complete and accurate billing and contact information to Us and notifying Us of any changes to such information.

5.3. Overdue Charges. If any charges are not received from You by the due date, then at Our discretion, (a) such charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) We may condition future subscription renewals and Order Forms on terms that require longer term use than that specified in Section 5.1 and/or an immediate payment for the entire new extended term of service.

5.4. Suspension of Service and Acceleration. If any amount owing by You under this or any other agreement for Our services is 30 or more days overdue (or 10 or more days overdue in the case of amounts You have authorized Us to charge to Your credit card), We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend Our services to You until such amounts are paid in full. We will give You at least 7 days' prior notice that Your account is overdue before suspending services to You.

5.5. Payment Disputes. We shall not exercise Our rights under Section 5.3 and 5.4 if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

5.6. Taxes. Unless otherwise stated, Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, We are solely

responsible for taxes assessable against it based on Our income, property and employees.

6. MY TrueCloud Intellectual Property Rights. You agree that all rights, title, and interest in and to all intellectual property rights in the Service are owned exclusively by Us or our licensors. Except as provided in this Agreement, the license granted to You does not convey any rights in the Service, express or implied, or ownership in the Service or any intellectual property rights thereto. In addition, We shall have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, and perpetual license to use or incorporate into the Service any suggestions, enhancement requests, recommendations or other feedback provided by You, including users, relating to the operation of the Service. Any rights not expressly granted herein are reserved by MY TrueCloud service marks, logos. You agree not to display or use the Our Marks in any manner without Our express prior written permission. The trademarks, logos and service marks of Third Party Application providers ("Marks") are the property of such third parties. You are not permitted to use these Marks without the prior written consent of such third party which may own the Mark.

7. Warranties

7.1. Warranty of Functionality. We warrant that the Service (i) will achieve in all material respects the functionality described in the User Guides applicable to the Service purchased by You. Your sole and exclusive remedy for Our breach of this warranty shall be that We shall be required to use commercially reasonable efforts to modify the Service to achieve in all material respects the functionality described in the User Guides and if We are unable to restore such functionality, You shall be entitled to terminate the Agreement and receive a pro-rata refund of the subscription fees paid under the Agreement for its use of the Service for the terminated portion of the Term.

7.2. Your Warranties. You warrant that You have validly entered into this Agreement and have the legal power to do so.

7.3. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE SERVICE IS PROVIDED TO CUSTOMER ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICE OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR CUSTOMER'S PURPOSES.

8. Mutual Indemnification

8.1. Indemnification by Us. We shall defend You against any claim, demand, suit, or proceeding made or brought against You by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court approved settlement of, a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties under "Our

Warranties” above, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 30 days’ written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.

8.2. Indemnification by You. You shall defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that Your Data, or Your use of the Services in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against Us"), and shall indemnify Us for any damages, attorney fees and costs finally awarded against Us as a result of, or for any amounts paid by Us under a court-approved settlement of, a Claim Against Us; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us (provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability); and (c) provide to You all reasonable assistance, at Your expense.

8.3. Exclusive Remedy. This Section 8 states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any type of claim described in this Section.

9. Limitation of Liability

9.1. Limitation of Liability. NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF \$500,000 OR THE AMOUNT PAID BY YOU HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY YOU HEREUNDER. THE FOREGOING SHALL NOT LIMIT YOUR PAYMENT OBLIGATIONS UNDER SECTION 5 (FEES AND PAYMENT FOR PURCHASED SERVICES).

9.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

10. General Provisions

10.1. Export Compliance. The Services, other technology We make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. You shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

10.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department (legalcompliance@MYTrueCloud.com).

10.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

10.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

10.5. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

10.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

10.7. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to You shall be addressed to the relevant billing contact designated by You. All other notices to You shall be addressed to the relevant Services system administrator designated by You.

10.8. Dispute Resolution. Each party agrees that before it or any employee, agent or representative of the party files a claim or suit with a federal or state agency or court or other public forum, it shall provide thirty (30) days prior written notice to the other and that, within such thirty (30) day period (or longer, if extended by mutual desire of the parties), authorized representatives of the parties shall meet (or confer by telephone) at least once in a good faith attempt to resolve the perceived dispute.

10.9. Agreement to Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law rules thereof. The Parties waive a trial by jury and agree that any dispute between the Parties to enforce or interpret this Agreement shall be resolved by referee under California's Alternative Dispute Resolution Program. The prevailing party shall be awarded attorneys' fees and costs in any proceeding brought after the date of this General Mutual Release.

10.10. Attorney Fees. You shall pay on demand all Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges due Us under this Agreement following Your breach of Section 5.

10.11. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of

this Agreement upon written notice to the assigning party. In the event of such a termination, We shall refund to You any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

10.12. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

11. Definitions.

"Affiliates" means any entity which directly or indirectly, through one or more intermediaries, controls, or is controlled by, or is under common control with the Customer, by way of majority voting stock ownership or the ability to otherwise direct or cause the direction of the management and policies of the Customer.

"Customer Data" means all electronic data or information submitted to the Service by You or Your Affiliates.

"Electronic Communications" means any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole, or part electronically received and/or transmitted through the Service.

"Order Form" means a MY TrueCloud estimate, renewal notification or order form in the name of and executed by the Customer or its Affiliate and accepted by NetSuite which specifies the Service and implementation services to be provided by NetSuite subject to the terms of this Agreement.

"Service" collectively, MY TrueCloud's online business application suite and modules as described in the applicable User Guides and online at <https://www.mytruecloud.com> that is purchased by You from Us in the Estimate/Order Form and any subsequent Estimate/Order Form from time to time, including associated offline components, but excluding Third Party Applications and implementation services.

"Third Party Applications" means online, Web-based applications and offline software products that are provided by third parties and interoperate with the Service.

"Users" mean individuals who are authorized by You to use the Service, for whom subscriptions to a Service have been purchased, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your and Your Affiliates' employees, consultants, contractors, and agents.

"User Guides" means the online user guides for the Service.

"We," "Us" or "Our" means the MySalesArsenal.com doing business as MY TrueCloud.

"You" or "Your" means the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity.

MONTHLY SUBSCRIPTION SERVICE PROVIDED:

- 1) MY TRUECLOUD / MY WEB CONFERENCES (1) USER LICENSE
- 2) 1 GIGABYTES OF ONLINE DATA STORAGE

SUBSCRIBER: **MY TRUE BALANCE**

AUTHORIZED BY: _____

Date: _____

Please e-mail back to info@mytruecloud.com