



**nebulaONE® AI License Subscription  
Master Services Agreement  
(Microsoft Marketplace)**

# cloudforce

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# nebulaONE AI License Subscription Master Services Agreement

Service Provider Name: Cloudforce

Service Provider Address: 120 Waterfront Street, Suite 500, National Harbor, MD 20745

This nebulaONE AI License Subscription Master Services Agreement (“**Agreement**”) entered by and between Client (“**Client**”) and Cloudforce LLC (“**Cloudforce**”) is made effective as of the date that Client accepts the Microsoft Azure Marketplace offer (“**Effective Date**”). Cloudforce and Client may be referred to in this Agreement individually as a “**Party**” and together as the “**Parties**” respectively.

WHEREAS, Cloudforce is a provider of a license for its nebulaONE software as described in Section 1 (“**nebulaONE AI License Subscription**”);

WHEREAS, Client desires to contract with Cloudforce for the provision of a nebulaONE AI License Subscription;

NOW THEREFORE, in consideration of the promises, covenants, and the terms and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged; the Parties hereby mutually agree:

## Services

Cloudforce hereby agrees to provide a nebulaONE AI License Subscription to Client, as specifically detailed in the applicable nebulaONE AI License Subscription Statement of Work (SOW) incorporated under this Agreement. If Client requests additional services beyond what is outlined in the aforementioned SOW, a separate SOW will be provided, detailing those additional services and prices. The additional services will not be rendered until and unless the separate SOW is signed by both parties.

nebulaONE is an application landing zone comprising the nebulaONE application and Azure native services. For the purposes of this Agreement, “**Administrative Users**” shall refer to the dedicated administrators designated by the Client who are responsible for managing and overseeing the nebulaONE product. These individuals are authorized to access, configure, and maintain the nebulaONE system, ensuring its optimal performance and alignment with the Client’s operational requirements. Administrative Users do not include all Client users for whom nebulaONE has been deployed to for use (“**End Users**”).

## Term

This Agreement shall begin on the Effective Date and continue until terminated in accordance with the terms hereof (“**Term**”). Each SOW, once signed by the parties, is incorporated into this Agreement. The initial term of each SOW is set forth in the applicable SOW (“**Initial Term**”).



## Order of Precedence

To the extent of any inconsistency between this Agreement and any SOW, the order of precedence shall be as follows: (i) a SOW, then (ii) this Agreement.

## Limitation of Liability

nebulaONE is an application landing zone comprising the nebulaONE application and Azure native services. For the purposes of this Agreement, "**Administrative Users**" shall refer to the dedicated administrators designated by the Client who are responsible for managing and overseeing the nebulaONE product. These individuals are authorized to access, configure, and maintain the nebulaONE system, ensuring its optimal performance and alignment with the Client's operational requirements. Administrative Users do not include all Client users for whom nebulaONE has been deployed to for use ("**End Users**").

In no event shall Cloudforce be held liable for indirect, special, incidental, or consequential damages arising out of services provided hereunder, including but not limited to loss of profits or revenue, loss of use of equipment, lost data, costs of substitute equipment, or other costs.

Neither Party shall be liable – whether in contract, tort, breach of statutory duty or otherwise – to the other Party under this Agreement (including if such Party breaches any of its obligations under this Agreement), for any loss suffered by the other Party in the form of lost revenue or profit or failure to achieve any benefit expected to be derived from this Agreement, loss of use of any asset, loss of data recorded on any computer or other equipment, loss which is not the direct and immediate consequence of the breach, business interruption or management time, or any other loss which is otherwise indirect, commercial, economic, special or consequential.

The total, aggregate liability of Cloudforce – whether in contract, tort, breach of statutory duty or otherwise – for any and all claims and liability under this Agreement, including liability arising from a breach and/or non-performance by Cloudforce of its obligations, shall be limited to the total fees paid by Client to Cloudforce under this Agreement within the Term in which the liability was incurred. The occurrence of multiple claims will not serve to enlarge the foregoing limit. Further, if any collection, action, or litigation, is necessary to enforce the terms of this Agreement, Cloudforce shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

No action, regardless of form (including in contract, tort or otherwise), arising in connection with the performance of this Agreement may be brought by either Party more than one (1) year after the date of the occurrence on which the action is based.

## Disputes

All disputes, claims, questions, or disagreements between the Parties shall be finally settled, governed, construed, and interpreted in accordance with the laws of the State of Maryland without regard to its conflict of law principles, except as to any provisions governed by the laws and regulations of the United States, as to which provisions the applicable laws and regulations of the United States shall govern.

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The Parties submit to the exclusive jurisdiction and venue of the state and federal courts within Prince George's County, Maryland for purposes of any suit, action or other proceeding arising out of, or relating, to this Agreement. Each Party waives, to the fullest extent permitted by law, any claim for inconvenient forum. Each Party knowingly, voluntarily and intentionally waives its right to a trial by jury, to the extent permitted by law, in any suit, action or other proceeding arising out of, or relating, to this Agreement.

Prior to initiating any litigation, both Parties agree that (i) the Parties' respective project managers shall first attempt to resolve such disputes and (ii) if the project managers cannot resolve such disputes despite their good faith efforts, then a senior director of the Parties with the authority to settle the relevant dispute shall attempt to resolve such disputes.

NO PARTY WILL ELECT, AND EACH PARTY HEREBY WAIVES ITS RIGHT TO, A TRIAL BY JURY IN ANY ACTION, SUIT, MATTER, PROCEEDING, OR COUNTERCLAIM ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS CONTRACT. FURTHER, NOTWITHSTANDING ANY OTHER PROVISION OF THIS CONTRACT TO THE CONTRARY, NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL (INCLUDING MULTIPLE OR PUNITIVE) OR OTHER INDIRECT DAMAGES THAT ARE CLAIMED TO BE INCURRED BY THE OTHER PARTY, WHETHER SUCH CLAIM ARISES UNDER CONTRACT, TORT (INCLUDING STRICT LIABILITY), OR OTHER THEORY OF LAW.

## Indemnification

Each Party agrees to indemnify, defend and hold harmless the other Party and its officers, directors, employees, agents, owners, and affiliates from and against all liabilities, losses, damages and costs they may suffer as the result of claims, demands, actions, suits or judgments against them resulting from or arising out of: (i) the gross negligence, recklessness or willful misconduct on the part of the indemnifying Party; or (ii) the failure by the indemnifying Party to comply with laws applicable to such indemnifying Party in connection with the exercise of any of its rights or the performance of any of its obligations hereunder.

## Compensation

In consideration for the nebulaONE AI License Subscription provided by Cloudforce during the Term, Client agrees to pay Cloudforce the fixed monthly recurring costs ("**Monthly License Subscription Rates**") and other such compensation as described further in the applicable SOW ("**Fees**").

All payments due from Client to Cloudforce shall be paid through the Microsoft Marketplace and invoiced to Client by Microsoft. Invoices shall be due in accordance with the payment terms in effect between Client and Microsoft. If Client fails to pay any invoice by the date payment is due, then Cloudforce may, without limiting and in addition to its other available remedies, assess a late payment charge at the maximum rate allowed by applicable law. In the event Client fails to make a payment, Client will be responsible for all reasonable expenses (including attorneys' fees) incurred by Cloudforce in collecting such amounts. By accepting these terms, you hereby represent and warrant that you have the legal authority to enter into this Agreement on behalf of the Client and authorize invoicing for the services outlined herein.

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Unless otherwise specified in a SOW, Client shall be solely responsible for any applicable sales, use or any other taxes where services are consumed (collectively “Taxes”) payable under, or arising out of, or in connection with, this Agreement. Any prices provided by Cloudforce are exclusive of Taxes.

## Modification or Termination of Agreement

Cloudforce reserves the right to refuse or suspend service under this Agreement in the event Client has failed to pay any invoice within thirty (30) days of said invoice date or is otherwise in breach of this Agreement.

This Agreement (including all SOWs) may be terminated by either Party upon thirty (30) day’s written notice if the other Party: (i) fails to fulfill in any material respect its obligations under this Agreement and does not cure such failure within sixty (60) days of receipt of written notice; (ii) breaches any material term or condition of this Agreement and fails to remedy such breach within sixty (60) days of receipt of written notice; and/or (iii) terminates or suspends its business operations, unless it is succeeded by a permitted assignee under this Agreement.

If either Party terminates this Agreement, for a period of up to thirty (30) days, Cloudforce will assist Client in the orderly termination of services under any outstanding Statement of Work, including timely transfer of services to another designated provider, subject to Client’s payment of applicable Monthly License Subscription Rates and Fees to Cloudforce. If this Agreement is terminated, all Client data and information will be provided to Client and Client will authorize and allow access to Cloudforce to disable telemetry. In addition to any transition costs, Client agrees to pay Cloudforce all unbilled charges and committed costs previously approved by the Client up through the date of termination.

## Confidentiality & Non-Disclosure

Each Party agrees that from time to time, either Party may disclose (**‘Disclosing Party’**) to the other (**‘Receiving Party’**) data or information that is proprietary to the Disclosing Party and not generally known to the public, whether in tangible or intangible form, whenever and however disclosed (**‘Confidential Information’**). In such cases, the Receiving Party will: (i) not use, disclose, divulge, disseminate, or make accessible, directly or indirectly, any portion of the Confidential Information other than as provided in this Agreement, (ii) use the Confidential Information solely for the purpose of fulfilling their obligations under this Agreement and not for any other purpose, without the prior written permission of the Disclosing Party; (iii) limit disclosure of any Confidential Information to its directors, officers, employees, agents or representatives (collectively **‘Representatives’**) who have a need to know such Confidential Information in connection with this Agreement; (iv) advise its Representatives of the proprietary nature of the Confidential Information and of the obligations set forth in this Agreement and require such Representatives to keep the Confidential Information confidential; (v) keep all Confidential Information confidential by using a reasonable degree of care, but not less than the degree of care used by it in safeguarding its own Confidential Information; and (vi) not disclose any Confidential Information received by it to any third parties (except as otherwise provided for herein).

Nothing herein shall preclude any disclosure that either Party concludes it is required to make as a matter of law: provided that prior to making such required disclosure, to the extent practicable, the Receiving Party shall notify the Disclosing Party that disclosure is legally required.



Notwithstanding the confidentiality obligations required herein, neither Party's confidentiality obligations hereunder shall apply to information which: (i) is already known to the Receiving Party; (ii) becomes publicly available without fault of the Receiving Party; (iii) is rightfully obtained by the Receiving Party from a third-party without restriction as to disclosure; (iv) such Confidential Information is approved for release by written authorization of the Party having the rights in such Confidential Information; or (v) is developed independently by the Receiving Party without use of the Disclosing Party's Confidential Information.

Both Parties acknowledge that a breach of the obligations in Confidential Information as defined herein will give rise to irreparable injury to the other Party for which damages may not be adequate compensation, and consequently, that the other Party shall be entitled, in addition to all other remedies available to it at law or in equity, to injunctive and other equitable relief to prevent a breach of the terms herein.

All Confidential Information shall be, and continue to be, the sole property of the Disclosing Party. The Disclosing Party retains its entire right, title, and interest, including all intellectual property rights, in and to all of the Confidential Information, and nothing in this Section shall be construed as the grant of a license or a copyright or as an assignment or other transfer of any of the Disclosing Party's rights in the Confidential Information to the other Party. Neither Party makes any representation or warranty, express or implied, as to the accuracy or completeness of the Confidential Information nor shall any of them be liable to the other Party relating to the receiving Party's use of the Confidential Information or any errors therein or omissions therefrom.

The terms of this Confidentiality & Non-Disclosure section shall survive the termination or expiration of this Agreement and the Receiving Parties' duty to hold in confidence Confidential Information that was disclosed during the term of this Agreement shall remain in effect indefinitely.

## **Relationship of Parties**

The Parties intend that an independent contractor relationship will be created by this Agreement. and nothing in this Agreement is intended to nor will establish any relationship of partnership, joint venture, employment, franchise, agency or other form of legal association between the Parties. Neither Party will have, nor represent to any third Party that it does have, any power or authority to bind the other Party or incur any obligations on the other Party's behalf.

## **Non-Solicitation**

Client agrees that during the Term of this Agreement and for a period of one (1) year following the termination or expiration of this Agreement, Client will not, and shall procure that none of its affiliates, directly or indirectly employ or engage (without Cloudforce's prior written agreement), or solicit for such employment or engagement, any of Cloudforce's or any of its affiliates' employees, agents, consultants, representatives, contractors or subcontractors who have been engaged in the performance of the Services and/or administration of this Agreement, whether or not such person would commit a breach of contract by reason of leaving employment, engagement, service or office. Client agrees that, in the event of a breach or threatened breach of this provision, in addition to any remedies at law, Cloudforce, without posting any bond, shall be entitled to obtain equitable relief in the form of specific performance, a temporary restraining order, a temporary or permanent injunction or

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any other equitable remedy which may then be available. Further, in the event of a breach of this provision, Client shall be liable, as liquidated damages, to Cloudforce an amount equal to: (a) for Cloudforce contractors the greater of (i) the gross compensation paid by Cloudforce to such contractor during the 12 months immediately preceding the date on which such person is first engaged by Client, or (ii) \$75,000; or (b) for Cloudforce employees, the greater of (i) the employee's then current annual salary on the date on which such person is first engaged by Client, or (ii) \$75,000. Nothing contained in this provision shall prohibit Client from employing general recruiting strategies, including placement of advertisements and engagement of recruitment agencies, nor from recruiting any person who responds to any such strategy or advertisement (provided there was no solicitation or enticement to respond to such strategy or advertisement).

## Severability

All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court or arbitrator in binding arbitration, this Agreement shall be interpreted as if such invalid agreements or covenants were not contained herein.

## Force Majeure

Neither Party shall be liable to the other Party for any delay or failure of said Party to perform its obligations hereunder (except for payment obligations) if such delay or failure arises from any cause or causes beyond the reasonable control of such Party ('**Force Majeure**'). Such causes shall include, but are not limited to, acts of God, floods, fires, loss of electricity or other utilities, government actions, embargoes, acts of war, insurrections, riots, strikes, lockouts or other labor disturbances, or delays by either Party in providing required resources or support or performing any other requirements hereunder. Unless the performance by either Party of its obligations under this Agreement is delayed by the occurrence of an event of Force Majeure for a period of more than 30 days (and such delay is excused under the foregoing provisions), no event of Force Majeure shall excuse permanent nonperformance, but shall excuse only delays in performance and only to the extent that such delays are directly attributable to such cause. Should any event of Force Majeure delay performance for a period of more than one (1) year, either Party may terminate and rescind this Agreement upon notice to the other Party.

## Other Terms

The headings within this Agreement are merely for convenience of reference and have no substantive significance and do not define, limit, or describe the scope of this Agreement or the intent of any provision herein.

The Parties hereto expressly assume an obligation to act in good faith toward one another in the performance of their obligations under this Agreement.

The nebulaONE AI License Subscription is furnished under this Agreement are provided "as is" and, unless otherwise expressly stated in this instrument, without representations or warranties of any kind, either express or implied. To the fullest extent permitted by law, Cloudforce disclaims all warranties, express, implied or statutory, including, but not limited to, implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose.



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Client agrees that, as between Cloudforce and the Client, Cloudforce shall retain sole and exclusive ownership of, and all right, title, and interest in and to, the Cloudforce Materials, including the nebulaONE AI License Subscription, and all modifications and enhancements of the nebulaONE AI License Subscription (including ownership of all copyrights and other intellectual property rights), subject only to the rights expressly granted to the Client under this Agreement. This Agreement does not provide the Client with title or ownership of any Cloudforce Material or nebulaONE AI License Subscription, but only a limited right to use the same solely upon the terms expressly set forth in this Agreement. "Cloudforce Materials" means all software, updates, and other documentation provided by, or on behalf of, Cloudforce to the Client, including any enhancements, modifications, and improvements thereto, as well as any Cloudforce manuals, programs, and all files, reports, analysis, data, and other materials and information provided through or as part of this Agreement.

This Agreement may not be modified or amended except by written agreement, signed by both Parties. Any waiver, permit, consent, or approval of any kind by either party hereto of any provision or condition of this Agreement must be by an instrument in writing and shall be effective only to the extent specifically set forth in such writing. The waiver by any Party hereto of a breach of any term or provision of this Agreement shall not be construed as a waiver of any subsequent breach.

This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, and arrangements, oral or written, between the Parties with respect to the subject matter herein. Client may not assign or transfer this Agreement without the prior written consent of Cloudforce. This Agreement is binding upon and shall accrue to the benefit of the successors in interest and permitted assignees of the respective Parties.



## 1. Service Level Agreement

### 1.1 Hours of Coverage

The hours of coverage in effect under this Agreement are defined in the table below and apply to only Critical severity level support requests (as defined in Section 1.2). All times are listed in Eastern Standard Time (EST) unless otherwise noted.

Hours of Coverage	Included Service
<b>Business Hours</b> Monday – Friday, 9:00am – 5:00pm (excluding Holidays listed below)	4-hour response time for Basic Clients; 2-hour response time for Premier Clients; 1 hour response time for Enterprise Clients
<b>After Hours</b> Monday – Friday, 5:00pm – 11:59pm Monday – Friday, 12:00am – 9:00am Saturday 12:00am – Sunday 11:59pm Plus Holidays as listed in Observed Holidays below	Out-of-Scope for Basic Clients; 4-hour response time for Premier Clients; 2-hour response time for Enterprise Clients

Observed Holidays								
New Year's Day	Martin Luther King Day	Memorial Day	Juneteenth	Independence Day	Labor Day	Veterans Day	Thanksgiving Day	Christmas Day
January 1 <sup>st</sup>	3 <sup>rd</sup> Monday in January	Last Monday in May	June 19 <sup>th</sup>	July 4 <sup>th</sup>	1 <sup>st</sup> Monday in September	November 11 <sup>th</sup>	4 <sup>th</sup> Thursday in November	December 25 <sup>th</sup>

### 1.2 Service Level Expectations

The following classifications shall be used to identify the severity level of support requests and the expected response time at which Cloudforce shall respond to a support request (“**General Service Levels**”).\*

Service Desk Service Level Expectations**		
	Critical	Non-Critical
<b>Business/Financial Risk</b>	An unexpected failure or degradation of service, product, or resource availability that creates a critical business and/or financial exposure	An unexpected failure or degradation of service, product, or resource availability that creates a non-critical business and/or financial exposure
<b>Percentage of End-Users Affected</b>	50 – 100%	N/A
<b>Workaround</b>	No viable workaround	Workaround available

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<b>Response Time*</b>	See Section 1.1 above	24 business hours or less
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\*There may be situations that do not fit well within the above definitions. Each support request will be analyzed on a case-by-case basis by Cloudforce to determine the most appropriate service level categorization. This SLA is exempted by delays, errors, issues, disruptions, bugs, outages or any causes stemming from Microsoft or another third-party outside of Cloudforce's control.

If Cloudforce fails to meet the response time target for any service request, Client will be entitled to a credit as follows:

- Critical: 5% credit for each incident where the response time exceeds the target
- Non-critical: 1% credit for each incident where the response time exceeds the target

If the cause of an outage is caused by Client, Cloudforce will not be held to above service level expectations standards.

Client must notify Cloudforce in writing within 30 days of any service interruption or failure to meet the response time targets in order to be eligible for a credit.

Cloudforce will apply any credit to Client's next invoice, or, at Client's request, issue a refund for the value of the credit. The credit shall only be calculated on the Monthly License Subscription Rates charged for the month in which the SLA standard was not achieved and not on any other Fees unless stated and defined under an applicable SOW.

The total credit allocation cannot exceed 5% in any given month, regardless of the number of incidents recorded in that month. The provision of this SLA credit is Customer's sole remedy and Cloudforce's sole liability in the event of a breach or failure by Cloudforce to meet the service levels described herein.

## 1.3 Support Tiers

The following classifications shall be used to identify the tier levels that support requests shall be escalated through.

Support Tiers	
SUPPORT TIER	DESCRIPTION OF SUPPORT ESCALATION
<b>Tier 1 Support (Product Support)</b>	All support incidents are opened with Tier 1, where the initial trouble ticket is created, the issue is identified and clearly documented, and basic troubleshooting is initiated for single user issues. Immediate escalation occurs if it is identified that the issue is affecting multiple users.
<b>Tier 2 Support (Applications and/or Platform Team)</b>	All support incidents that cannot be resolved with Tier 1 Support are escalated to Tier 2, where more complex support issues can be attended to by engineers with experience in the specific technology involved.

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## Tier 3 Support (Architects)

Support Incidents that cannot be resolved by Tier 2 Support are escalated to Tier 3, where support is provided by the most senior and experienced engineers, who have the added ability to collaborate with third-party/vendor support engineers in order to resolve the most complex issues.

## 1.4 Service Escalation Process

The following steps outline the typical process that each support request shall follow.

Service Escalation Process	
1. Support request is received via Client Portal (defined in Section 3.1.2), e-mail, or a phone call.	
2. Initial acknowledgment is sent to the client confirming receipt of the request and providing an initial response time estimate.	
3. Support request is reviewed.	
4. Support request is documented in the ticketing system.	
5. Priority is established, and immediate escalation occurs if necessary.	
6. Support request is reviewed to determine if immediate contact with the client or vendor is required.	
7. Support request is assigned to Tier 1 Support (Product Support team), if it is determined not to require immediate escalation.	
8. Contact is made either via email or phone to identify when the affected user is available to work with Cloudforce support staff on the support request (if applicable).	
9. Tier 1 Support (Product Support team) – Support request is worked to successful resolution.	
10. Periodic updates are provided to the client throughout the resolution process.	
11. Tier 1 Support (Product Support team) – Quality control, support request is verified to be resolved.	
12. Support request is closed, after complete problem resolution details have been updated in the ticketing system.	
13. Client feedback is gathered to ensure satisfaction.	
If Support Request Cannot Be Resolved Through Tier 1 Support:	
14. Support request is escalated to Tier 2 Support (Applications or Platform team); all notes and conditions are transferred with the request.	
15. Support request is qualified to determine if it can be resolved by Tier 2 Support (Applications or Platform team), otherwise escalation to Tier 3 occurs.	
16. Tier 2 Support (Applications or Platform team) – Support request is worked to successful resolution.	
17. Periodic updates are provided to the client throughout the resolution process.	
18. Tier 2 Support (Applications or Platform team) – Quality control, support request is verified to be resolved.	

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19. Support request is closed, after complete problem resolution details have been updated in the ticketing system.

20. Client feedback is gathered to ensure satisfaction.

## **If Support Request Cannot Be Resolved Through Tier 2 Support:**

21. Support request is escalated to Tier 3 Support (Applications Architect or Platform Infrastructure Architect); all notes and conditions are transferred with the request.

22. Support request is qualified to determine if it can be resolved by Tier 3 Support (Applications Architect or Platform Infrastructure Architect), otherwise escalation to CTO occurs.

23. Tier 3 Support (Applications Architect or Platform Infrastructure Architect) – Support request is worked to successful resolution.

24. Periodic updates are provided to the client throughout the resolution process.

25. Tier 3 Support (Applications Architect or Platform Infrastructure Architect) – Quality control, support request is verified to be resolved.

26. Support request is closed, after complete problem resolution details have been updated in the ticketing system.

27. Client feedback is gathered to ensure satisfaction.

## **If Support Request Cannot Be Resolved Through Tier 3 Support:**

28. Support request is escalated to CTO, who will be briefed by Tier 3 Support engineers on the status of the request and all unsuccessful attempts to resolve.

29. CTO – Support request is worked to successful resolution.

30. Periodic updates are provided to the client throughout the resolution process.

31. CTO – Quality control, support request is verified to be resolved.

32. Support request is closed, after complete problem resolution details have been updated in the ticketing system.

33. Client feedback is gathered to ensure satisfaction.

34. Tier 3 Support engineers are briefed by CTO on final resolution steps, to be documented for future support requests.

35. If support request remains unresolved, CTO will determine the best course of action in collaboration with the Client. Support request receives final course of action.



## 2. General Coverage Provisions

### 2.1 Covered IT Assets and Applications

For purposes of this Agreement, the covered applications and IT assets shall include all assets as deployed in the nebulaONE application landing zone, including but not limited to the following: databases, storage accounts, application services, key vaults, and other Azure services.

The nebulaONE AI License Subscription covered by this Agreement shall be deployed remotely from Cloudforce's site and does not include any services performed at Client's site (**'On-site Services'**). All On-site Services shall fall under the same terms as that defined for Out-of-Scope Services (defined in Section 2.3) in this Agreement.

### 2.2 Included Services

The nebulaONE AI License Subscription covered by this Agreement and provided by Cloudforce (**'Coverage Level'**) is defined in the applicable SOW. Any and all services not defined within the Coverage Level description in the applicable SOW will be considered Out-of-Scope Services (defined in Section 2.3).

### 2.3 General Coverage Exclusions

In addition to other limitations and conditions set forth in this Agreement, this Agreement does not cover any work, services, products, licenses, costs, or fees unless explicitly detailed herein. Some uncovered costs include but are not limited to:

- The cost of any third-party vendor or manufacturer's support, service fees, incident fees, or assurance fees.
- Any cloud provider's consumption costs.
- Service, repair, and support made necessary by the alteration or modification of equipment other than that performed by Cloudforce, including but not limited to configuration adjustments, software installations, upgrades, or any modifications.
- Any and all service, maintenance, and support not covered by this Agreement, including but not limited to software, hardware, or infrastructure.
- Costs related to damage or failure due to acts of god, natural disaster, war, riots, acts of terrorism, government actions, building modifications, power failures or other uncontrollable environmental conditions or factors.
- The cost to repair, replace, or service the nebulaONE software damaged accidentally or maliciously by anyone other than Cloudforce.
- Costs related to the restoration of lost data caused by inadequate backups, uncovered or unsupported backups, or hardware failure.
- Costs related to network or device failure external to the cloud environment, including at the Client site, or between Client site and the cloud provider's datacenter.
- Costs that result from inadequate bandwidth.
- Costs that result from failures in a single cloud provider datacenter or region, when Client's network connectivity is explicitly dependent on that location in a non-geo-resilient manner.
- Costs caused by Client's use of a service, after Cloudforce has advised Client otherwise.

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- Cost incurred as a result of issues which stem from the use of preview, pre-release, beta or trial versions of a service, feature or software.
- Costs that result from Client's unauthorized action or lack of action when required, or from Client employees, agents, contractors, or vendors, or anyone gaining access to Client's network by means of Client passwords or equipment, or otherwise resulting from Client's failure to follow appropriate security practices.
- Costs that result from Client's failure to adhere to required configurations, use supported platforms, follow policies for acceptable use, or Client's use of services in a manner inconsistent with the features and functionality of the service (for example, attempts to perform operations that are not supported) or inconsistent with published guidance.
- Costs that result from faulty input, instructions, or arguments (for example, requests to access files that do not exist).
- Costs that result from Client attempts to perform operations that exceed prescribed quotas or that resulted from throttling of suspected abusive behavior.
- Costs due to Client's use of service features or software that are outside of associated support periods (for example, end-of-life software or hardware).
- Any and all services not defined within Section 3 of the SOW incorporated under this Agreement.

IT services and support can experience issues with software, applications, hardware and other IT assets that are unexpected and uneconomic or excessively timely to address. In the event that a timely and/or economical repair is not possible, Cloudforce will recommend a work-around, a replacement, an additional service or project to alleviate the issue. The recommendation Cloudforce offers will only be covered by this Agreement if defined explicitly herein or otherwise may require ('**Out-of-Scope Services**') be provided on an hourly basis under a separate written agreement.

Cloudforce reserves the right to claw back any and all charges or fees foregone in error, up to twelve (12) months from the time error occurred. Any and all claw backed foregone charges or fees shall be billed to Client on the first (1<sup>st</sup>) of the month following discovery.

## 2.4 Included Service Levels

Cloudforce strives to adhere to the service levels defined within this Agreement. General Service Levels are defined in Section 1.2 Service Level Expectations, while service levels specific to individual services Cloudforce is offering under this Agreement are defined within the applicable SOW.

Any and all conflicting service levels or service level exceptions detailed within the applicable SOW will supersede the General Service Levels defined within Section 1.2 Service Level Expectations.

Priorities that determine the response and resolution time's targets are defined using the following characteristics:

- Cost: Business and financial exposure
- Impact: Percentage of Client End-Users affected
- Workaround: Whether there is a viable workaround available

Cloudforce recognizes that some support requests, even those with minimal impact, may be considered urgent by Client's End-Users. Cloudforce will provide best efforts to accommodate these requests in an expediated manner,

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however this shall not be interpreted as an adjustment to the General Service Levels defined within this Agreement. All urgency-driven prioritization of requests are at the sole discretion of Cloudforce.

The response times defined within this Agreement shall be tracked and managed by a timing system through the Client Portal (defined in Section 3.1.2). The following conditions and behaviors apply to the timing system:

- The timing system begins to track time when the ticket is first created within the Client Portal. Emails are not guaranteed to open tickets. Opening tickets within the Client Portal is the preferred and immediate method of submitting requests.
- The timing system will be paused outside the Business Hours defined in Section 1 Service Level Agreement of the Agreement.

General Service Levels defined within this Agreement do not apply to any and all Out-of-Scope Services or other excluded services as defined within this Agreement. Any duplicate support requests shall be voided or merged with the initial request, which shall supersede duplicate requests.



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## 3. Service Process

### 3.1 Requesting Support

Only Client Administrative Users are authorized to request service using the processes and provisions detailed within this Agreement unless otherwise noted herein.

#### 3.1.1 General Information to Include with Request

The following information shall be provided by Client with each support request:

- The requestor's name, location, call back number, and e-mail address.
- A description of the request, including any relevant error messages or actions taken by the requester.
- Information regarding the impact, severity and urgency of the request:
  - Cost - What is the business and financial effect?
  - Impact - How many users is it affecting?
  - Work-around - Does the Client have a viable workaround currently?
  - Urgency - How urgent is the request?
- Any relevant applications and associated versions.
- A brief description of any relevant changes made recently.

#### 3.1.2 Requesting Support during Business Hours

**(THIS PARAGRAPH ONLY APPLICABLE TO ENTERPRISE LEVEL CLIENTS:** Monitors are employed by Cloudforce to discover and receive alerts about Client's nebulaONE software. These monitors detect and alert on issues, warnings, errors, and when thresholds are exceeded. It is expected that the monitoring software provided by Cloudforce will identify problems with Client's nebulaONE software prior to Client's End Users. In the event that an issue is first reported by Client, or for any other support requests that fall within the scope of this Agreement, Client shall report the issue as described herein.)

All support requests shall be entered and tracked via Cloudforce's '**Client Portal**'. The Client Portal is a public website connected to Cloudforce's internal Professional Services Automation (PSA) and Remote Monitoring and Management (RMM) tools. This site provides access to create and review all support requests. Upon request, Cloudforce will create Client Portal user accounts for Client's Administrative Users. Instructions on how to access and use the Client Portal will be provided during onboarding.

The Client Portal is the preferred and most expedient method to request service. Alternately, Client may contact Cloudforce using the designated support channel described in Section 3 of the SOW incorporated under this Agreement. However, these alternate methods do not cause a service ticket to be opened immediately in the Client Portal. Using these methods can delay service, and service level tracking does not begin until the ticket has been entered in the Client Portal.

#### 3.1.3 Requesting Support outside Business Hours

Requests for support outside Business Hours shall be requested in the same manner as previously defined. However, only Premier and Enterprise Level clients that submit support requests will be serviced outside of

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Business Hours, in accordance with the respective response times indicated in Section 3 of the SOW incorporated under this Agreement.

## 3.2 Support Escalation Process

Cloudforce will respond, action, and if applicable resolve monitor alerts and support requests from Client on a continuous basis. Cloudforce follows documented internal processes to escalate support requests through support tiers as necessary to bring requests to prompt resolution. Internal escalations will occur seamlessly without the involvement of Client.

In the event Client would like to escalate a support request, they may contact Cloudforce using the designated support channel specified in Section 3 of the SOW incorporated under this Agreement. Cloudforce will work with Client to re-evaluate how the request is classified. In the event that re-evaluation does not adjust the request's priority classification, Cloudforce will strive to accommodate the request on a best-effort basis.

## 3.3 Service Onboarding Process (Enterprise Level Only)

Cloudforce will begin to provision the support defined within the applicable SOW upon execution of the Agreement. This process is referred to as 'onboarding' and takes place over the first thirty (30) days of this Agreement.

The summary of steps Cloudforce will take to provision Client for support include but are not limited to:

- Onboarding in Cloudforce's Azure monitoring environment (if applicable)
- Establishment of key contacts and communication requirements between Client and Cloudforce.
- Reporting requirements are established and configured.
- Client Portal is configured and tested with Client.
- Documentation on the Client Portal and support request processes are provided to Client.
- Service expectations are shared with Client.

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## 4. Client Responsibilities

### 4.1 General Responsibilities

- Client will conduct business with Cloudforce in a professional and courteous manner.
- Client will provide Cloudforce with payment for all service and support costs upon the schedule, terms and conditions defined within this Agreement.
- Client shall obtain and maintain any and all necessary licenses for services (including cloud services) being leveraged within Client's environment.
- Client agrees to grant access to Cloudforce to perform service responsibilities.
- Client agrees to provide Cloudforce adequate notice of any planned or scheduled facility power or internet outages.
- Client agrees to provide Cloudforce administrator level access to necessary systems.
- Client will be responsible for installation of third-party applications as needed.
- Client will be responsible for performing systems administration for non-operating system and third-party software as necessary.
- Client agrees that any action taken by Client that limits performance or operability of the servers at the application or operating system level, including changing network settings or administrator default settings is Client's responsibility.
- Client agrees to scheduled necessary maintenance windows to allow for maintenance activities as defined in this Agreement.
- Client will assign key contacts to facilitate coordination between Cloudforce and Client.
- Client will make key contacts available to Cloudforce and ensure timely receipt of information required for Cloudforce's performance of this Agreement.
- Client will be responsible for establishment of any necessary third-party accounts as required and provide Cloudforce with access to such third-party accounts.
- Client shall pay any and all taxes arising out of or in connection with the performance of this Agreement.
- As a Microsoft-certified solutions partner, Cloudforce participates in a program with three methods of association to measure the usage of Microsoft's cloud services by our clients. These methods help Microsoft evaluate our performance and service delivery. These methods are:
  - Digital Partner of Record (DPOR): This is the partner who helps you design, build, deploy, or manage a solution on any Azure service. It is not the partner who sold you the subscription, but the one who helps you build and manage your solution.
  - Claiming Partner of Record (CPOR): This model helps Microsoft manage the associations your partner has with your Microsoft 365 workloads. It helps Microsoft understand the ecosystem of service providers and refine tools and programs to best support customers.
  - Partner Admin Link (PAL): This allows Microsoft partners to provide services that help customers achieve their business and mission objectives using Microsoft products. When a partner manages, configures, and supports Azure services on behalf of the customer, they need access to the customer's environment. PAL associates the partner's network ID with the credentials used for service delivery.
- For work performed under this Agreement, it is a requirement that the Client authorizes Cloudforce to designate itself, using Partner ID 4557909, as:

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- The Microsoft DPOR (at the partner ID level) or PAL (at the individual user level) on any Azure subscription within the customer's tenant associated at the subscription level.
- The Microsoft CPOR for any Microsoft 365 workloads.

## 4.2 Service Onboarding and Review Responsibilities

- Client, with reasonable effort, will provide all necessary, pertinent, accurate, and complete information, documentation, and knowledge transfer that Cloudforce needs to successfully provision and provide the services detailed within this Agreement prior to the start of those services. This includes any and all documentation associated with the covered IT environment and IT assets.
- Client agrees that maintenance window(s) must be established and honored to allow for proper maintenance of the IT environment and IT assets and further agrees to cooperate with Cloudforce to establish and define any and all necessary maintenance windows for Client's IT environment.
  - Maintenance windows are defined periods during which planned outages, changes, and maintenance of IT assets may occur. Their purpose is to allow end-users to plan and prepare for times of possible disruption and/or change. Maintenance Windows are to occur at minimum once per calendar week. Client approval for service disruption is neither required nor sought during pre-defined maintenance windows, unless explicitly indicated otherwise.

## 4.3 Service & Support Responsibilities

- Client will use the means of contact to request service and report issues as defined in Section 3 Service Process.
  - Client will refrain from contacting Cloudforce's representatives directly to open new support requests and will follow the process defined in Section 3 Service Process.
- Client will provide all pertinent information required to open a support request.
- When opening a support request, Client will work with Cloudforce to accurately classify the request's impact and severity so that its priority and General Service Level requirements can be accurately established.
- Once a request for support has been successfully submitted, Client will provide reasonable availability of its representatives to cooperate with Cloudforce's representatives assigned to the request.
  - Cloudforce's representatives strive to address requests without involving Client's End Users so long as the request can be diagnosed and addressed in a reasonable time frame without the End User's assistance.
- Client shall allow Cloudforce access and usage rights to all relevant IT environments and IT assets as reasonably required by Cloudforce to provide its services and support.
- In the event that Cloudforce requires the decision, approval, consent, authorization, or any other communication from Client in order to provide any of the services (or any part thereof) described herein, Client will be reasonably diligent to provide the same in a timely manner.
  - Cloudforce is not liable or at fault for any impact caused by a delay in any requested approvals from Client. This includes but is not limited to impacts to service performance levels and requirements.
- Client will promptly notify Cloudforce of any events or incidents that could impact the services defined within this Agreement.

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Client agrees to inform Cloudforce of any modification, installation, or service performed on the nebulaONE software by parties other than Cloudforce. Furthermore, if the Client modifies any of the nebulaONE infrastructure, Cloudforce will not provide support for the nebulaONE software.

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## 5. Cloudforce Responsibilities

### 5.1 General Responsibilities

- Cloudforce will conduct business with Client in a professional and courteous manner.
- Cloudforce shall provide reasonable effort to accommodate any changes to offered services that may be requested by Client. Any adjustments made to the services defined within this Agreement may result in changes to the fees and charges detailed herein. Any changes to the Agreement, including adjustments to fees, are subject to Client and Cloudforce's mutual acceptance and shall be made effective under a signed modification to this Agreement.
- Cloudforce will leverage several software applications to provide the services defined within this Agreement and will comply with any and all end-user license agreements which relate to those software applications.

### 5.2 Service and Support Responsibilities

- Cloudforce will log all information from Client required to adequately document any service, support requests, maintenance, and communications. This information includes but is not limited to contact information, the nature of the request, the business impact and severity and involved or impacted IT assets.
  - Cloudforce will leverage and maintain its own ticketing system, for updating, tracking, measuring, and closing Client support requests, maintenance responsibilities, projects, and alerts.
- Cloudforce will provide Client with the services defined in this Agreement and the applicable SOW, during the covered hours and days defined in Section 1 Service Level Agreement of the Agreement.
- Cloudforce may provide Client with Out-of-Scope Services at Cloudforce's sole discretion and capability. All Out-of-Scope Services shall be billed in accordance with the terms of a separate written agreement.
- It is the responsibility of Cloudforce to notify Client of any scheduled or unscheduled emergency maintenance.
- It is the responsibility of Cloudforce to provide Client's end-users with the status of unresolved service and support requests.
  - The Client Portal, email communications, phone calls, and other communications may be leveraged in order to best keep Client's end-users informed.
- Cloudforce will escalate support requests to the next level of internal support within Cloudforce's organization upon approach of established response targets defined in Section 3 of the SOW incorporated under this Agreement.



## nebulaONE AI License Subscription Statement of Work

Service Provider Name: Cloudforce

Service Provider Address: 120 Waterfront Street, Suite 500, National Harbor, MD 20745

This Statement of Work ('**SOW**') is hereby issued in accordance with the nebulaONE AI License Subscription Master Services Agreement ('**Agreement**') by and between Cloudforce and Client and the terms thereof are incorporated herein by this reference. Capitalized terms used herein and not otherwise defined shall have the same meaning as such terms are given in the Agreement.

### 1. Term

The term of this SOW shall be for a period of one (1) year beginning on the Effective Date ('**Initial Term**').

### 2. Coverage Summary

The nebulaONE AI License Subscription covered under this SOW, as further defined in Section 3, shall include updates and complimentary services provided on a monthly basis at the Monthly License Subscription Rates specified in Section 3 for the Initial Term of the Agreement and any subsequent Renewal Terms unless modified in accordance with the terms of the Agreement. Cloudforce will log all information from Client required to adequately document any service, support, maintenance, and communications requests. This information includes but is not limited to Client's contact information, the nature of the request, and business impact. Cloudforce will leverage and maintain its own ticketing system, for updating, tracking, measuring, and closing Client support requests, maintenance responsibilities, and projects. The nebulaONE AI License Subscription and pricing under this Agreement are based on a single set of architecture supporting one instance of the nebulaONE application ('**Instance**'). Each additional Instance deployed by the Client will incur the Monthly License Subscription Rates identified in Section 3.

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## 3. nebulaONE Coverage Level

Basic Level	
Monthly License Subscription Rates	\$2,499 (per Instance)
Included Benefits	<ul style="list-style-type: none"> <li>• <b>Automated Software Updates:</b> Minimum monthly software updates pushed out to Client.</li> <li>• <b>Access to User Voice Forum:</b> Dedicated forum for nebulaONE users to share best practices, tips, and related topics.</li> <li>• <b>Access to Email Support during Business Hours:</b> Requests submitted to Cloudforce's designated support email address will be responded to within 4 Business Hours. To ensure timely assistance, please note that requests submitted through other channels may not be addressed.</li> </ul>
Coverage Exclusions & Exceptions	<p><b>Automated Software Updates:</b> Not available to clients not providing usage telemetry* back to Cloudforce.</p> <p><i>*non-sensitive application logs, metadata, telemetry data and other technical performance data generated in connection with the services relating to the use, performance, efficacy, reliability and/or accuracy of the nebulaONE software collected for lawful purpose that will not identify Client or its End-Users.</i></p>

Premier Level	
Monthly License Subscription Rates	\$4,999 (per Instance)
Included Benefits	<ul style="list-style-type: none"> <li>• <b>Automated Software Updates:</b> Minimum monthly software updates pushed out to Client.</li> <li>• <b>Access to User Voice Forum:</b> Dedicated forum for nebulaONE users to share best practices, tips, and related topics.</li> <li>• <b>Portal Branding:</b> Ability to apply Client's custom branding and URL to nebulaONE interface.</li> <li>• <b>Access to Email Support during Business Hours:</b> Requests submitted during Business Hours to Cloudforce's designated support email will be responded to within 2 Business Hours. To ensure timely assistance, please note that requests submitted through other channels may not be addressed.</li> </ul>



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	<ul style="list-style-type: none"> <li>○ <b>Requests Received at the End of Business Hours:</b> If a request is received at the end of Business Hours, the After-Hours response time will apply immediately after Business Hours end.</li> <li>● <b>Access to After-Hours Email Support:</b> Requests submitted during After Hours to Cloudforce's designated support email will be responded to within 4 hours.</li> <li>● <b>Monthly User Adoption Training Hours:</b> Client will receive up to 4 hours of User Adoption Training each month for as-needed support as detailed below. These hours will expire at the end of each month.</li> </ul>
<b>Included User Adoption Support</b>	<p>The User Adoption Training Hours can be applied to the following services:</p> <p><b>Services:</b></p> <ul style="list-style-type: none"> <li>● <b>Strategic Consultation:</b> Consultations to develop a robust user adoption strategy tailored to the Client's needs, with key milestones and objectives.</li> <li>● <b>User Adoption Playbook:</b> A comprehensive playbook that includes best practices, communication strategies, and user engagement tactics for the Client to execute with guidance from Client's team.</li> <li>● <b>Digital Asset Templates:</b> Provision of customizable digital assets (e.g., email templates, promotional materials, user guides) that the Client can modify and deploy.</li> <li>● <b>Virtual Training Sessions:</b> Virtual training sessions or workshops to equip the Client's team with the necessary skills to drive adoption.</li> <li>● <b>Check-Ins and Support:</b> Virtual meetings to review progress, address challenges, and refine the user adoption strategy as needed.</li> </ul>
<b>Coverage Exclusions &amp; Exceptions</b>	<p><b>Automated Software Updates:</b> Not available to clients not providing usage telemetry* back to Cloudforce.</p> <p><i>*non-sensitive application logs, metadata, telemetry data and other technical performance data generated in connection with the services relating to the use, performance, efficacy, reliability and/or accuracy of the nebulaONE software collected for lawful purpose that will not identify Client or its End-Users.</i></p>

Enterprise Level	
<b>Monthly License Subscription Rates</b>	<b>\$9,999+ (per Instance)</b>
<b>Included Benefits</b>	<ul style="list-style-type: none"> <li>● <b>Automated Software Updates:</b> Minimum monthly software updates pushed out to Client.</li> <li>● <b>Access to User Voice Forum:</b> Dedicated forum for nebulaONE users to share best practices, tips, and related topics.</li> </ul>

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	<ul style="list-style-type: none"> <li>• <b>Portal Branding:</b> Ability to apply Client's custom branding and URL to nebulaONE interface.</li> <li>• <b>Access to Email Support during Business Hours:</b> Requests submitted during Business Hours to Cloudforce's designated support email will be responded to within 1 Business Hour. To ensure timely assistance, please note that requests submitted through other channels may not be addressed. To ensure timely assistance, please note that requests submitted through other channels may not be addressed. <ul style="list-style-type: none"> <li>○ <b>Requests Received at the End of Business Hours:</b> If a request is received at the end of Business Hours, the After-Hours response time will apply immediately after Business Hours end</li> </ul> </li> <li>• <b>Access to After-Hours Email Support:</b> Requests submitted during After Hours to Cloudforce's designated support email address will be responded to within 2 hours.</li> <li>• <b>Access to Telephone Support:</b> Client can contact Cloudforce for support via a dedicated support line.</li> <li>• <b>Monthly User Adoption Training Hours:</b> Client will receive up to 8 hours of User Adoption Training each month for as-needed support as detailed below. These hours will expire at the end of each month.</li> <li>• <b>Managed Infrastructure:</b> Client will receive access to Cloudforce's managed resource monitoring and alerting via Azure Monitor for nebulaONE infrastructure.</li> <li>• <b>White-Glove Deployment:</b> Client will receive Cloudforce's managed consulting engagement for deployment. Includes right-sizing for environment, and alignment with existing identity, network, and compliance requirements (where supported).</li> </ul>
Included User Adoption Support	<p>The User Adoption Training Hours can be applied to the following services:</p> <p><b>Services:</b></p> <ul style="list-style-type: none"> <li>• <b>Dedicated User Adoption Team:</b> A team of experts assigned to work side-by-side with Client throughout the entire user adoption process.</li> <li>• <b>Comprehensive User Adoption Strategy:</b> Development of a detailed, customized user adoption plan, including timelines, key milestones, and success metrics.</li> <li>• <b>On-Site and Virtual Workshops:</b> In-depth workshops, including Prompt-a-thons, AI Days, and training sessions tailored to Client's specific needs.</li> <li>• <b>Ongoing Consultation and Support:</b> Check-ins, progress assessments, and adjustments to the strategy as needed, ensuring the adoption plan stays on track.</li> <li>• <b>Digital Asset Kit:</b> Custom development of digital assets such as training videos, infographics, user guides, and FAQs that align with the Client's branding and goals.</li> </ul>

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	<ul style="list-style-type: none"><li>• <b>Advanced Analytics and Reporting:</b> In-depth analytics and reporting to measure user adoption rates, engagement levels, and the overall success of the deployment, with actionable insights provided.</li></ul>
<b>Coverage Exclusions &amp; Exceptions</b>	<p><b>Automated Software Updates:</b> Not available to clients not providing usage telemetry* back to Cloudforce.</p> <p><i>*non-sensitive application logs, metadata, telemetry data and other technical performance data generated in connection with the services relating to the use, performance, efficacy, reliability and/or accuracy of the nebulaONE software collected for lawful purpose that will not identify Client or its End-Users.</i></p>

## 3.1 Out-of-Scope Service Fees

It is understood and agreed upon that any and all services not explicitly defined in this Agreement shall be considered Out-of-Scope Services. All Out-of-Scope Services shall be billed in accordance with a separate written agreement. Out-of-Scope Services and Out-of-Scope Fees are excluded from the SLA standard and the calculation of any applicable SLA credit outlined in this Agreement.