



PARTNER SERVICE AGREEMENT

This Agreement contains the complete terms and conditions that apply to a Partner's participation in the CLOUDVO Partner Program, for listing on www.CloudVO.com.

As used in this Agreement, Cloud Officing Corp (hereinafter called "CLOUDVO") is the contracting party and "CLOUDVO CLIENT" is the individual or company utilizing services, under a short term, walk-in, or fixed-term basis, with PARTNER. "PARTNER" is the business entity providing contracted workspace services to CLOUDVO. "Workspace Services" means the business address, meeting room and day office, 'virtual office' plans, private office subscriptions, coworking space, and additional services or solutions sold by CLOUDVO and locally delivered by PARTNER to CLOUDVO CLIENT.

1. Service Level Agreement per CloudVO

- a. CLOUDVO agrees to pay PARTNER for monthly mail, mail forwarding, digital mail, meeting room use, monthly private office and coworking subscriptions.
- b. CLOUDVO agrees to provide PARTNER with a completed PS1583 (CMRA) form with copies of identification for each CLOUDVO virtual office client. For the purpose of this Agreement, virtual office clients are CLOUDVO CLIENTS who purchase mail and business address services provided locally by PARTNER.
- c. CLOUDVO agrees to list PARTNER's center location, photos, and marketing information on the CLOUDVO website and on other CLOUDVO marketing materials without charge to PARTNER as a way to advertise the PARTNER's location. In addition, CLOUDVO will provide PARTNER digital collateral with PARTNER's logo to advertise PARTNER's inclusion in the CloudTouchdown global network.
- d. CLOUDVO agrees to provide PARTNER with appropriate set-up information indicating CLOUDVO CLIENT user names, mail forwarding information, and full contact information to help ensure a better client experience.
- e. CLOUDVO agrees to provide PARTNER with advance notice of day office and meeting room reservations prior to the reserved time. CLOUDVO will compensate PARTNER with the wholesale booking fee if the space is not cancelled within 24 hours of commencement of reservation. There will be no penalty for meeting or conference rooms cancelled prior to 24 hours from commencement of booking.

- f. CLOUDVO agrees to terminate CLOUDVO CLIENT within 5 days of written notice, should CLOUDVO CLIENT use PARTNER's facilities for illegitimate business purposes, conduct any activity which is forbidden by law or hazardous, or conduct itself in such a manner as to impair the character, quiet enjoyment, reputation, appearance or operation of PARTNER's business.
- g. CLOUDVO agrees to submit a monthly payment and revenue statement to PARTNER including CLOUDVO CLIENT'S activities for the prior month by the 5th of each calendar month.

2. Service Level Agreement per PARTNER

- a. PARTNER agrees to review and identify any perceived errors on the monthly statements referenced above within 30 days of receipt of said monthly statement. Invoices from PARTNER won't be necessary.
- b. PARTNER agrees to the discount structure listed in the PARTNER portal on CloudVO.com. Retail prices listed on the PARTNER portal should be consistent with the published retail prices on PARTNER's collateral or web site. If PARTNER's retail rates change, PARTNER may edit the rates on the PARTNER portal. PARTNER should keep in mind that CLOUDVO may represent several shared office space locations in a region. Changes in prices will only affect new CLIENTs or existing clients at the renewal of their current term.
- c. PARTNER acknowledges that payments by ACH or mail can sometimes take a few days. PARTNER agrees not to charge late fees for any payment initiated by CLOUDVO within the first 5 days of the calendar month.
- d. PARTNER agrees to charge CLOUDVO CLIENT directly for non-recurring variable and incidental services as defined in the PARTNER portal.
- e. PARTNER agrees to accept one-hour booking minimum for day offices and meeting rooms.
- f. PARTNER will allow CLOUDVO to cancel mail/business address, coworking, and full-time office plans immediately, at the point of written notice, for each CLOUDVO CLIENT. If CLOUDVO CLIENT defaults on payment or cancels service contract with CLOUDVO, CLOUDVO will pay the prorated share of monthly service collected from CLOUDVO CLIENT.
- g. PARTNER agrees to provide a broadband wireless access to CLOUDVO CLIENTS, included in the CLOUDVO discounted rate.
- h. PARTNER will not, during the term of this Agreement and for 12 months subsequent, solicit any CLOUDVO CLIENT for any services without the written consent of CLOUDVO.

3. Agreement per CLOUDVO and PARTNER

- a. **Term:** Evergreen until either party cancels with a 30-day written notice
- b. **Termination:** In the event of termination, the parties shall give each other sufficient time to satisfy existing contracts with CLOUDVO. Either party may terminate this Agreement upon written notice of a material breach by the other party, if said material breach has remained uncured for a period of 30 (thirty) days from the date of delivery of written notice thereof to the breaching party. If requested by CLOUDVO CLIENT, upon termination, CLOUDVO will pay PARTNER \$15.00 per month to cover the cost of postage to forward mail for up to 6 months per CMRA regulations.
- c. **Restrictions:** Without the consent of the other party, neither CLOUDVO nor PARTNER shall use the name of the other or imply in any way that their partnership extends beyond the bounds of this Agreement.
- d. **Damages:** PARTNER has the right to require CLOUDVO CLIENTS to sign a damage waiver prior

to using the facilities, but it will be PARTNER's responsibility to collect directly from CLOUDVO CLIENTS for any damages that occurred during or resulting from a CLOUDVO CLIENT's use of the PARTNER's facilities.

- e. **Liability:** Neither CLOUDVO nor PARTNER shall assume liability of any issue arising from any other relationship between PARTNER and CLOUDVO beyond the relationship defined in this Agreement. CLOUDVO shall not be liable for any reason of any failure or delay in the performance of its obligations hereunder on account of riots, explosion, acts of God, war, terror, governmental action, ~~Partners~~, or any other cause, which is beyond reasonable control of CLOUDVO.
- f. **Arbitration:** If any controversy or claim arises out of, or relating to, this Agreement or the breach thereof, it shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered into any court having jurisdiction thereof.
- g. **Applicable Law:** This Agreement will be governed and construed in accordance with the Laws of the State of California.

Both CLOUDVO and PARTNER, by acknowledgment online, agree to all the terms and conditions set forth herein