

# Cloud Services Responsibility Matrix

## Summary

This Cloud Services Responsibility Matrix (“Matrix”) is made by and between (“Cloud Services Reseller” or “CSR”) and One Point Technologies, Inc., a Kansas corporation (“Cloud Service Provider” or “CSP”), and its division d/b/a Networks Plus, (“Distributor”) having offices at 1559 Pony Express Highway, Home, KS 66438-9762. This Matrix is an addendum to the Cloud Services Reseller Agreement (“Agreement”) and is subject to all rights, codicils, and restrictions contained therein, except as expressly agreed upon within the following Matrix. This Matrix shall be deemed effective as of the date the CSR accepts the Agreement (“Effective Date”). CSR and Distributor hereby agree as follows:

### 1) CSR Responsibilities

#### a) End User Agreements and Acceptable Use Policy

- i) The CSR is responsible for the creation and enforcement of an End User Agreement (“EUA”) and Acceptable Use Policy (also referred to as an Authorized Use Policy, “AUP”). These agreements must meet or exceed the assignment of responsibilities and protection from liability contained in the Cloud Services Agreement used by the CSP. These documents are available at <http://networksplus.com/legal>.

#### b) End User Fees, Billing, and Taxes

- i) The CSR shall be responsible for the periodic billing and collection of all applicable fees, taxes, and duties payable by the End User, as well as the appropriate disbursement of said taxes and duties to the respective agencies.

#### c) End User Sales and Marketing

- i) The CSR is responsible for all sales and marketing efforts to End Users.
  - (1) CSP assistance for sales and marketing are outlined in § 2.b. ‘Sales and Marketing’ below.
- ii) The CSR may request the CSP to assist and participate in marketing events or seminars specifically focused on Cloud Services. The CSP will make reasonable effort to accommodate these requests, within the limits of available resources.
  - (1) CSP may request one or more CSRs to assist and participate in marketing events and seminars, or to provide testimonials or other data to be used in marketing. The CSR will make reasonable efforts to accommodate these requests, within the limits of available resources.

d) End User Support

- i) The CSR is responsible for all direct support of the End User including, but not limited to, server and application software, access to server and applications from desktop or mobile device, remote access to server and application, End User VPN and remote access VPN, and desktop support.

(1) The CSR may request assistance from the CSP for remote or onsite support. Such requests will be billed directly to the CSR at the standard labor rate, including travel time and reasonable expenses.

2) CSP Responsibilities

a) Cloud Service Agreement and Authorized Use Policy

- i) The CSP reserves the right to modify its Cloud Service Agreement and Authorized Use Policy at any time.

(1) The CSP will notify the CSR within 30 days of changes made via email to the contact person(s) on file and written notice via postal mail.

b) Sales and Marketing

- i) The CSP will provide the CSR with any marketing material that has been created by the CSP.

(1) The CSR may request modifications to or creation of additional marketing material from the CSP. Depending on the nature of the request, the CSP reserves the right to bill for such work as a contracted project, separate from any other agreement, at a mutually acceptable rate.

- ii) The CSP will provide basic product training to the sales staff of the CSR.

(1) Training may be provided by any combination of written material, audio/video, or live classroom instruction.

(a) The CSR will be responsible for reimbursing the CSP any reasonable and customary expenses, e.g. travel, meals, location rental, incurred as a result of live classroom training.

- iii) The CSP will provide basic sales assistance to the sales staff of the CSR.

(a) The CSR will be responsible for reimbursing the CSP any reasonable and customary expenses, e.g. travel, meals, location rental, incurred as a result of sales assistance.

c) Cloud Services Support

- i) The CSP is responsible for the maintenance and support of the cloud services platform including, but not limited to, compute platform hosts, storage devices and networks, network routing, addressing, and switching, Internet connectivity, hypervisor and orchestration management, security devices and software specific to the cloud services platform, VPN connectivity at the cloud platform, environmental safety and control, power provisioning, physical security and access control, logical security and access control to the cloud services platform, service provider licensing agreements, and systems required for redundancy.

(1) Periodic upgrades to software and hardware are required as a part of the maintenance of the cloud services platform. The CSP will provide timely notification of these upgrades and maintenance to the CSR via email to the contact person(s) on file.

- ii) The CSP is responsible for providing regular notifications via email to the contact person(s) on file during unplanned outages. The notifications will include estimates of return to service as they become available. Root cause analyses will be available upon request following the return to service.
  - (1) The cloud service platform includes a real time off-site component which can be virtualized. This should prevent extended outages to the End User.
    - (a) Should such an event occur, the CSP will require the CSR to support the End User if assistance is required to connect to the off-site component.