# End-User License Agreement

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1.7 Injunctive Relief. Licensee hereby expressly agrees that a remedy at law for any breach or attempted breach of the provisions of this Agreement may be inadequate, and MSP360 (CloudBerry Lab), in addition to any other rights or remedies, shall be entitled to seek injunctive and other equitable relief in the event of any such breach or attempted breach without (i) having to post bond or other security to prevent a breach or continuing breach of this Agreement, or (ii) having to prove actual damages.

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- Licensee shall have access to MSP360 (CloudBerry Lab) Technical Support Web site.

- MSP360 (CloudBerry Lab)'s Maintenance Services shall be available via the Web, telephone, or email. MSP360 (CloudBerry Lab) will respond to inquiries within two (2) business days from receipt of the inquiry.

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4.6. Licensee agrees that MSP360 (CloudBerry Lab) can publicly advertise the fact that Licensee is a paying customer of the product that Licensee is using. Advertising may include, without limitation, (i) use of Licensee's name, logo, number of employees and other non-confidential information related to Licensee's use of MSP360 (CloudBerry Lab)'s products in connection with (ii) advertising via Internet, magazines, newspapers, TV, case studies, success stories, press releases, marketing materials, exhibits and other electronic and physical media.

## SECTION 5. OTHER SERVICES TERMS AND CONDITIONS.

The provisions of this Section 5 apply to any and all Implementation Services, as defined below.

5.1. Implementation Services. "Implementation Services" means any implementation assistance services provided to Licensee including, without limitation, installation and configuration. The term "Implementation Services" does not include Maintenance Services. Prior to commencing Implementation Services, MSP360 (CloudBerry Lab) and Licensee will mutually agree to the scope of the Implementation Services in a Statement of Work signed by the Licensee.

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of the Implementation Services or, at MSP360 (CloudBerry Lab)'s option, refund the fees paid for the nonconforming portion of the Implementation Services.

5.3. Implementation Services Term. MSP360 (CloudBerry Lab) will commence and complete the Implementation Services within a reasonable time considering the complexity and circumstances of the Implementation Services ("Implementation Services Term"). During the Implementation Services Term, Licensee will make diligent efforts to schedule and complete the Implementation Services, including, without limitation, having the proper personnel, equipment, and environment available in a timely manner.

5.4. Completion. The Implementation Services will be considered fully delivered and completed upon the earlier of: (i) signature by Licensee acknowledging completion of the Implementation Services, (ii) five (5) attempts by MSP360 (CloudBerry Lab) via email to contact Licensee, to which Licensee has been unresponsive, following completion of the Implementation Services in MSP360 (CloudBerry Lab)'s reasonable discretion, or (iii) ten (10) business days following completion of the Implementation Services in MSP360 (CloudBerry Lab)'s reasonable discretion.

5.5. Intellectual Property. Licensee acknowledges that all right, titile and interest in any intellectual property rights created as a part of the Implementation Services shall be owned by MSP360 (CloudBerry Lab). Notwithstanding the foregoing, Licensee retains any right, title, and interest in any Licensee confidential information shared with MSP360 (CloudBerry Lab) as part of the Implementation Services.