

## **BUSINESS SERVICES AND SOFTWARE SUBSCRIPTION AGREEMENT**

This Business Services and Software Subscription Agreement (this “**Agreement**”) is entered into as of May 8, 2017 (the “**Effective Date**”) by and between Torsh Inc. having an office at 1307 Oretha Castle Haley Boulevard, Suite 201, New Orleans, LA 70113 (“**TORSH**”) and Milpitas Unified School District, having an office at 1331 E. Calaveras Blvd., Milpitas, CA 95035 (“**Customer**”). TORSH and Customer shall be referred to herein individually as a “**Party**” and collectively as the “**Parties.**”

### **Background**

**Whereas**, TORSH offers an online professional development platform, including but not limited to, certain video storage, connectivity, management and measurement services delivered via a hosted software application to its clients using the software as a service business model;

**Whereas**, Customer wishes to enter into an agreement with TORSH to provide certain services and have access to certain web based software applications provided by TORSH via the Internet or as otherwise provided and described in *Exhibit A* of this Agreement; and

**Whereas**, Customer wishes to access and utilize the Services as of August 1, 2017 (the “**Start Date**”).

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

#### **1. Services; Licenses.**

1.1 **Services.** TORSH shall provide access to a variety of services and hosted applications (the “**Services**”) as more fully described in *Exhibit A* of this Agreement and Customer may access such Services in the manner described in *Exhibit A*. Changes or additions to work performed pursuant to any exhibit attached to this Agreement may require changes in the resources provided by TORSH and may result in additional costs and/or charges to Customer. In such event, TORSH will inform Customer of such additional costs or charges prior to providing such changes or additions.

1.2 **License.** In accordance with this Agreement, TORSH hereby provides Customer a restricted, non-transferable, and non-exclusive license to use the Services for the sole purpose of supporting the internal operations of Customer's business. Customer may use the Services only to process Customer's own data and that of Customer's Users (as defined in Exhibit A). Customer may not use the Services in a resale capacity, or to process and/or analyze the data of a third party as a service bureau unless approved in advance and in writing by TORSH.

1.3 **Other Services.** From time to time, TORSH may perform consulting or other services (“**Other Services**”) at the request of Customer. The terms and conditions under which Other Services are provided shall be governed by a separate written agreement between TORSH and Customer and attached hereto as an exhibit.

2. **Charges.** TORSH will invoice Customer for the Services provided to Customer at the times, applicable rates and amounts (the “**Charges**”) set forth in *Exhibit B* (or any Exhibit or Amendment pertaining to additional Services) attached hereto. The Charges shall not be deemed to include, and Customer will be responsible for, all taxes levied against or upon the Services provided hereunder or otherwise arising out of this Agreement (other than taxes based on TORSH's net income); provided that if TORSH is required to pay such taxes directly, Customer shall, upon receipt of TORSH 's invoice, reimburse TORSH for any amount that TORSH has paid. Customer will pay TORSH all undisputed fees within 30

days of the invoice date. Upon Customer's failure to pay the outstanding undisputed balances following the due date and subsequently within 15 days notice from TORSH, TORSH may suspend the Services until such outstanding balances are paid. Any disputes regarding fees shall be resolved in accordance with Section 4.

### 3. **Ownership of Software, Data, and Records.**

3.1 **Right to Software.** TORSH represents and warrants that TORSH, to the best of its knowledge, owns or has the right to use and license all the hardware and software components used to provide the Services under this Agreement.

3.2 **Infringement Action.** If Customer promptly notifies TORSH in writing of a third party action against Customer that any Service infringes upon a United States registered patent or a United States registered copyright, TORSH will defend such action at its expense and will pay any cost or damages that are finally awarded against Customer resulting from such action. Customer shall also provide TORSH with its reasonable cooperation (at TORSH's expense) and full authority to defend or settle the action. TORSH will not pay any such damages, however, if the claim of infringement is caused by (i) Customer's misuse of the Services; (ii) Customer's failure to use corrections or enhancements made available by TORSH; (iii) Customer's use of the Services in combination of or with any product or information not provided or authorized in writing by TORSH; or (iv) information, direction, specification, or materials provided by Customer or any third party. If any Service is, or in TORSH's opinion is likely to be, held to be infringing, TORSH shall at its own expense and option either (a) procure the right for Customer to continue using it, (b) replace it with a non-infringing equivalent, (c) modify it to make it non-infringing, or (d) terminate the Services. The foregoing remedies constitute Customer's sole and exclusive remedies and TORSH's entire liability with respect to infringement.

3.3 **Customer's Use of Software.** Customer acknowledges and understands that TORSH may provide to Customer (i) TORSH owned software, and/or (ii) software applications owned by third parties which TORSH uses under license agreements with such third parties. Customer acknowledges and agrees that (i) title to all such TORSH software and software applications remains with and is subject to the proprietary rights of TORSH or its third party vendors, and (ii) such software and software applications may contain trade secrets and other valuable proprietary information of TORSH or its third party vendors. Customer may not grant any sublicenses to or otherwise make such software, such software applications, the Services, or the documentation available to any other person, entity, or business. Customer agrees that Customer will not reverse assemble, reverse compile, reverse engineer, modify, reproduce, distribute, prepare derivative works based on, or demonstrate such software, such software applications, or the Services in whole or in part.

3.4 **Data and Records.** TORSH understands and agrees that TORSH receives no ownership rights in the materials, data, or records furnished by Customer ("Customer's Data") and that Customer receives no ownership rights to the Services. Customer represents and warrants that Customer and those providing information to Customer have the right, and have received all appropriate permission and/or authorization from all relevant parties, to transmit to TORSH and receive any materials, data, or records from TORSH, that are required to enable TORSH to perform its obligations under this Agreement. Except as set forth herein or as specifically authorized by Customer in writing, TORSH will not disclose Customer's Data to a third party or make any other use of Customer's Data.

3.5 **Use of Aggregate Data.** Customer acknowledges and agrees that TORSH may use aggregate data derived from Customer's use of the Services hereunder provided that TORSH has completed a de-identification process on such data. TORSH may use in its marketing and advertising such information as, but not limited to, the total number of users, total number of videos stored, total streams, total usage volumes, and other aggregate statistics to attract new customers. Customer further represents and warrants that the use of such data by TORSH will not infringe upon any person's or entity's intellectual property rights or other proprietary interests or invade any person's or entity's privacy. Further, the use of such data by TORSH will not result in any violation of applicable law or any agreement to which Customer is a party

or by which Customer is bound. This Section 3 shall survive the termination of this Agreement with respect to data transmitted hereunder prior to the date of termination.

4. **Dispute Resolution.** In connection with a dispute arising out of or relating to this Agreement, the Parties shall attempt in good faith to resolve such dispute promptly by negotiation through an individual with the authority necessary to settle the controversy. Negotiations shall be commenced by written notice being delivered by a Party to the other Party. The Parties are obligated to meet within 10 business days after delivery of such notice at a mutually acceptable time and place, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the dispute. If the matter has not been resolved within 45 days of the initiating notice, or if the Parties fail to meet within 10 business days, any Party may initiate legal action as provided below. The prevailing Party in any dispute resolution will be entitled to collect reasonable attorney's fees from the non-prevailing Party.

5. **Term/Termination.**

5.1 **Term.** Unless earlier terminated in accordance with the terms hereof, the term of this Agreement shall commence upon the Start Date and shall continue for an initial period of twelve (12) months thereafter ("Initial Term"). This Agreement will automatically renew at the end of the Initial Term for successive one year terms (together with the Initial Term, the "Term") unless either Party terminates the Agreement by providing the other Party with written notice of its intent to terminate at least sixty (60) days prior to the expiration of the then current term. During the first fifteen (15) days of any renewal term, the Parties shall agree upon the annual service fee to be paid by Customer during the then current term.

5.2 **Termination.** This Agreement may be terminated if either Party materially breaches this Agreement. In the event of a claim of breach under this Section 5.2, the Party alleging such breach shall give written notice of the alleged breach, which notice shall specify the nature of any such claim in sufficient detail to allow the receiving Party to investigate the allegations. This Agreement may be terminated by the Party alleging such breach 30 days after the delivery of notice UNLESS: (i) the breach is cured within such 30 days; (ii) except for failures to make payments when due, it is not possible to cure the breach within 30 days, but the defaulting Party has commenced correction within 30 days and proceeds diligently towards a cure; or (iii) except for failures to make payments when due, the matter remains a subject of disagreement between the Parties and the dispute resolution process has been initiated under Section 4 above. Notwithstanding the foregoing, in the event that the Parties cannot agree upon an annual service fee within the first fifteen (15) days of any renewal, TORSH shall have the right to immediately terminate this Agreement.

5.3 **Data Return Upon Termination.** Upon the expiration or termination of this Agreement for any reason and subject to agreement on reasonable terms, TORSH shall assist Customer in removal and transfer of information to Customer or party or parties identified by Customer and with such other actions as may be necessary or appropriate in Customer's reasonable judgment, to facilitate the transfer of functions performed by TORSH to Customer or an entity selected by Customer. As soon as practicable following the receipt of written request from Customer (such request to be provided to TORSH no later than thirty (30) days after expiration or termination), TORSH will deliver to Customer in a format and on the media available to TORSH at the time of the request, all of Customer's data.

5.4 **Return of Materials Upon Termination.** Upon termination of this Agreement, the Customer must immediately cease the use of the Services and shall return all documentation and software, if any, relating to the Services and TORSH's confidential information to TORSH within ten (10) days of termination.

6. **Confidentiality.**

6.1 **Confidential Information.** Both TORSH and Customer have made and will continue throughout the term of this Agreement to make available to the other Party confidential and proprietary

materials and information (“Proprietary Information”). All material and information provided by one Party to the other relating to the business, policies, procedures, customs and forms of the providing Party or any of its affiliates, including but not limited to Customer’s Data as well as information previously divulged or delivered regarding the aforementioned subject matter, is hereby designated to be Proprietary Information. The Parties hereby agree that the obligations set forth in this Section 6 do not apply to materials or information that: (i) is already, or otherwise becomes, generally known by third parties as a result of no act or omission of the receiving Party; (ii) subsequent to disclosure hereunder are lawfully received from a third party having the right to disseminate the information and without restriction or disclosure; (iii) are generally furnished to others by the disclosing Party without restriction or disclosure; (iv) were already known by the receiving Party prior to receiving them from the disclosing Party and were not received from a third party in breach of that third party’s obligations of confidentiality; or (v) are independently developed by the receiving Party without the use of Proprietary Information of the disclosing party.

**6.2 Restrictions on Use and Disclosure.** Each Party shall maintain the confidentiality of the other’s Proprietary Information and will not disclose such Proprietary Information without the written consent of the other Party, except in connection with providing Services in accordance with the Agreement or as otherwise permitted hereunder. Each Party shall also keep confidential the terms of this Agreement and/or any exhibits attached hereto. Neither of the Parties’ obligations of confidentiality will prevent or prohibit parties from providing access to Proprietary Information upon request of a state or federal regulatory agency or authority as may be required by law authority, or judicial or administrative process. Notwithstanding the foregoing, in the event of any requested access to Proprietary Information by a regulatory authority, the one of the Parties from whom the Proprietary Information is requested will provide notice to the other in a timely fashion to the allow the other party the opportunity to contest the release of its Proprietary Information to such regulatory authority.

**6.3 Publicity.** Except as required by law, neither Party shall make any press release, public statements, or disclosures regarding the terms, subject matter or collaboration of the parties to this Agreement, without prior written consent of the other Party, which consent should not be unreasonably withheld. However, Customer agrees that TORSH may make (during the term of this Agreement), orally or in writing, reference to the fact that Customer is a customer of TORSH. TORSH agrees that Customer may also (during the term of this Agreement) make reference, orally or in writing, that TORSH is a service provider of Customer.

**6.4 Marks.** Each Party agrees not to display or use, in advertising or otherwise, any of the other Party’s logos, trademarks, or service marks without the other Party’s prior written consent, provided that such consent can be revoked at any time.

## **7. Warranty, Disclaimer of Warranty and Limitation of Liability.**

**7.1 Warranty.** TORSH shall not be responsible for any failure from any force majeure as set forth in Section 11. TORSH will not be responsible for any loss, damage, increase in costs or other expenses relating to conduct that is the responsibility of Customer.

**7.2 Transmission of Data.** TORSH is not responsible for loss of data in transmission, improper transmission by Customer or failure by Customer or any third party to act on any communication transmission to or by Customer through TORSH. In the event of improper transmission or loss of data in transmission, TORSH will use TORSH’s commercially reasonable efforts to recreate such transmission.

**7.3 DISCLAIMER OF WARRANTIES.** EXCEPT FOR WARRANTIES PROVIDED IN SECTIONS 3, AND 7, TORSH MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AS TO ANY MATTER WHATSOEVER, INCLUDING BUT NOT LIMITED TO THE HARDWARE, APPLICATIONS, SOFTWARE PROVIDED BY TORSH TO CUSTOMER, HARDWARE AND SOFTWARE USED BY CUSTOMER BUT NOT PROVIDED BY

TORSH, DOCUMENTATION, DATA, FILES, OUTPUT, SERVICES, OR OTHER MATTERS PRODUCED HEREUNDER.

7.4 **Limitations.** Unless otherwise expressly provided herein, neither TORSH nor any of its service providers, licensors, employees or agents warrant (i) that the Services provided hereunder will meet Customer's requirements; (ii) that the operation of the Services will be uninterrupted or error free; or (iii) that the Services will have the capacity to meet demand beyond volumes specified in *Exhibit A*, if any. Except as set forth herein, TORSH will not be responsible for any damages that Customer may suffer arising out of use, or inability to use, the Services. TORSH will not be liable for unauthorized access to or alteration, theft, or destruction of Customer's Data, unless such access, alteration, theft, or destruction is caused as a result of TORSH's gross negligence or intentional misconduct. Customer hereby waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files resulting from a programming error, operator error, equipment or software malfunction, or from the use of third party software.

7.5 **EXCLUDED LIABILITIES.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 6, OR FOR CLAIMS FOR INDEMNIFICATION IN SECTION 8, IN NO EVENT WILL EITHER PARTY'S LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES PROVIDED HEREUNDER, REGARDLESS OF THE FORM OF ACTION, INCLUDE ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR CLAIMS FOR LOSS OF BUSINESS OR PROFITS, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH POTENTIAL LOSS OR DAMAGE.

7.6 **AGGREGATE LIABILITY.** EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 6, OR FOR CLAIMS FOR INDEMNIFICATION IN SECTION 8, EACH PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY PURSUANT TO THIS AGREEMENT UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID BY CUSTOMER IN THE 12 MONTHS PRIOR TO WHEN THE DAMAGES FIRST AROSE. PRIOR TO THE COMPLETION OF THE DELIVERY OF SERVICES UNDER THIS AGREEMENT, EACH PARTY'S LIABILITY TO THE OTHER PARTY WILL NOT EXCEED AN AMOUNT EQUAL TO THE ACTUAL MONTHLY SERVICE FEES PAID BY CUSTOMER DURING SUCH PERIOD, EXCEPT FOR DAMAGES ARISING FROM BREACHES OF SECTION 6, OR FOR CLAIMS FOR INDEMNIFICATION IN SECTION 8.

8. **Indemnification.** Customer agrees to indemnify, defend, and to hold TORSH harmless for any claims, liability, or expense resulting from: (i) Customer's use of the Services provided by TORSH hereunder; (ii) TORSH's disclosure of confidential information at Customer's direction, (iii) Customer's violations of its confidentiality obligations and license grant scope and (iv) breach of Customer's representations and warranties provided in Section 3.4. This indemnification shall exclude claims for bodily injury or damages to tangible personal property to the extent proximately caused by the gross negligence or willful misconduct of TORSH. TORSH may participate in the defense or settlement of the claim at its own expense.

9. **Authority to Enter into Agreement.** Each Party hereby represents and warrants that (i) it has all requisite corporate power and authority to enter, and perform pursuant to, this Agreement; (ii) the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby have been duly and properly authorized by all requisite corporate action on its part; and (iii) this Agreement has been duly executed and delivered by such Party.

10. **Relationship Between Parties.** The performance by TORSH of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall create or imply an agency relationship between Customer and TORSH, nor shall this Agreement be deemed to constitute a joint venture or partnership between Customer and TORSH. Each Party assumes sole and full

responsibility for its acts and the acts of its personnel. Neither Party shall have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party except for the limited agency expressly provided herein.

11. **Force Majeure.** TORSH's performance of its obligations will be excused or the timeframe for performance will be extended as is reasonably necessary under the circumstances, in the event that TORSH is prevented from performing its obligations in whole or in part by riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes, embargo, civil or military authority, act of God, changes in law, regulation or governmental policy, acts or omissions of vendors or suppliers, communication or transportation difficulties or delays, vendor delays or other causes beyond its reasonable control. In the event that TORSH is prevented or delayed in the delivery or installation of the Services for reasons beyond its control, such delivery or installation shall take place as soon thereafter as is reasonably possible.

12. **Performance.** TORSH is authorized to provide the Services through its subsidiaries, employees or by subcontracting with other responsible parties. Additionally, during the term hereof, TORSH reserves the right to increase the price of the Services provided hereunder, provided however, that prior to any such price increase, TORSH shall give Customer no less than thirty (30) days written notice of such change and the price as so altered shall apply to all Services ordered or used by Customer after the applicable date of the notice.

13. **Assignment.** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred, in whole or in part by either Party by operation of law or otherwise, and any such attempted assignment shall be void and of no effect without the advance written consent of the other Party, such consent not to be unreasonably withheld or delayed; provided, however, that such consent shall not be required if either Party assigns this Agreement to a wholly owned subsidiary or an affiliate or in connection with a merger, acquisition, or sale of all or substantially all of its assets, unless the surviving entity is a competitor of TORSH, as determined by TORSH in its reasonable judgment.

14. **Notices.** All notice shall be deemed to be properly given if sent by personal delivery, recognized overnight courier, registered or certified mail, postage and charges prepaid, electronic mail to a specified email address, or facsimile to the Parties at the addresses set forth in the preamble above, upon the earlier of (a) the third business day after such notice, demand or communication was sent or (b) receipt by such Party. Electronic notice shall be sent to Torsh at [courtney@torsh.co](mailto:courtney@torsh.co), ATTN: Courtney Williams, CEO and to Customer at [rkusunok@musd.org](mailto:rkusunok@musd.org), ATTN: Raquel Kusunok, with a copy to [ctorres@musd.org](mailto:ctorres@musd.org), ATTN: Charlotte Torres.

15. **Governing Law; Venue.** This Agreement is to be construed in accordance with and governed by the internal laws of the State of Louisiana, without giving effect to any choice of law rule that would cause the application of the laws of any jurisdiction other than the internal laws of the State of Louisiana to the rights and duties of the Parties. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be commenced in a federal court in the Eastern District of Louisiana or in state court in the County of Orleans, Louisiana, and each Party hereto irrevocably submits to the exclusive jurisdiction and venue of any such court in any such suit, action or proceeding.

16. **Severability.** If one or more provisions or parts of this Agreement are declared invalid, illegal, or unenforceable by a court with jurisdiction over the Parties to this Agreement, the remaining provisions will nevertheless remain in full force and effect in such jurisdiction, unless such severance would frustrate the contractual intent of the Parties.

17. **Waiver.** The waiver by either Party of a breach of or a default under any provision of this Agreement shall not be effective unless in writing and shall not be construed as a waiver of any subsequent breach of or default under the same or any other provision of this Agreement, nor shall any delay or omission on the part of either Party to exercise or avail itself of any right or remedy that it has or may have hereunder operate as a waiver of any right or remedy.

18. **Survival.** Notwithstanding the expiration or termination of this Agreement or any renewal period hereunder, the Parties agree that the terms of Sections 2, 3, 4, 5, 6, 7.2 – 7.6, 8, 15 and 18 shall survive.

19. **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding on the Parties hereto and their respective successors and assigns (if such assignment was properly made pursuant to this Agreement).

20. **Construction.** This Agreement has been negotiated by the Parties and shall be interpreted fairly in accordance with its terms and without any construction in favor of or against either Party. As used in this Agreement, “include,” “includes,” “including,” and “e.g.” shall mean “including, without limitation.” The captions and Section and paragraph headings used in this Agreement are inserted for convenience only and shall not affect the meaning or interpretation of this Agreement.

21. **Counterparts.** This Agreement may be executed (including by facsimile signature) in one or more counterparts, with the same effect as if the Parties had signed the same document. Each counterpart so executed shall be deemed to be an original, and all such counterparts shall be construed together and shall constitute one Agreement.

22. **Entire Agreement; Amendment.** This Agreement (including any Schedules of Exhibits attached hereto, which are incorporated herein by reference) is the final, complete and exclusive agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior or contemporaneous representations, discussions, proposals, negotiations, conditions, communications and agreements, whether written or oral, between the Parties relating to the subject matter hereof and all past courses of dealing or industry custom. No modification of or amendment to this Agreement shall be effective unless in writing and signed by each of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their officers thereunto duly authorized as of the Effective Date.

**TORSH, INC.**

**MILPITAS UNIFIED SCHOOL DISTRICT**

By: 

By: \_\_\_\_\_

Name: Courtney Williams

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_

## EXHIBIT A

### 1. **Service –PREMIUM CLIENT**

TORSH will provide Customer with access to TORSH TALENT, TORSH’s video-based online learning community and data platform that facilitates observation, feedback, measurement of effectiveness and coaching. Customer will be able to access TORSH TALENT from any available Internet web browser or mobile device. TORSH TALENT will provide Customer with a scalable online solution to tag, index and categorize video assets as well as a robust, flexible and intuitive video management platform to access use and store video assets. Such access shall include standard web based training and support services to designated Customer employees (*i.e.*, webinars, online tutorials and “how to” videos). On a monthly basis, PREMIUM CLIENT Service entitles Customer to the following:

- a) USER LICENSES: 40
- b) FEATURES: The features described at <http://www.torsh.co/talent-tier/premium>.

Should Customer desire more User licenses and/or additional features than are provided above, Customer can increase usage and purchase additional features in accordance with TORSH’s standard pricing plan listed at [www.torsh.co/pricing](http://www.torsh.co/pricing) or pursuant to a negotiated pricing arrangement agreed upon by the parties herein. Any additional purchases of licenses and/or features by Customer shall be memorialized in a written agreement between TORSH and Customer and attached hereto as an amendment. For the purposes hereof, a “User” is any student, graduate student, faculty, consultant, auditor, staff, employee, contractor, or agent of Customer that accesses Customer’s instance of TORSH TALENT.

### 2. **Maintenance.**

Customer acknowledges that its access to TALENT via the Internet is non-exclusive and will be subject to down time for maintenance, system administration, system diagnosis, repairs, and similar limits to availability. TORSH will use best efforts to give Customer prior notice of scheduled system downtime and backup times.

## EXHIBIT B

### **Pricing and Related Terms (“Charges”) –PREMIUM CLIENT**

In consideration of the Services to be provided by TORSH during the Term hereof, Customer shall pay TORSH the following amounts:

1. **Annual Service Fee.** Immediately upon execution of this Agreement, TORSH shall invoice Customer, and Customer shall pay TORSH, within 30 days of receipt thereof, an annual Service fee equal to \$4,800.00. The annual Service fee was calculated by multiplying 40 Users by \$120.00/user/year. The per user rate applied to Customer was derived by applying a 20% Switching discount to TORSH’s standard Premium Client per user rate of \$150.00/user/year.