

Custom Business Solutions, Inc. PaaS Terms and Conditions

1. Term. CBS will provide the CBS PaaS System and services referenced in the Order Form associated with this Agreement starting on the installation date referenced on the Order Form and automatically continuing as specified, ("Term"), unless terminated earlier pursuant to this Agreement. The CBS PaaS System shall be defined as hardware or software provided by CBS, or any part thereof as defined on the Order Form, to customer for the purpose including but not limited to information and data processing, order management, Point of Sale functionality, and related applications for the hospitality industry.

2. Payment. Customer will pay according to the terms on the Order Form. Each next month, CBS will debit a monthly service fee to the Customer's bank account or charge its credit card. A \$25 late fee is applicable for any month of monthly service fee delay within ten days (10) following the monthly date due. Customer also will reimburse CBS for any insufficient funds or other bank fee charged by Customer's bank.

2.1 Past Due Payments: When the Customer is past due its monthly due date, Customer agrees that CBS is not obligated to provide support, repair, or replace services. Customer acknowledges that CBS is allowed to charge 1.5% interest, or the highest amount allowed by law, per month on any past-due invoices.

Customer agrees that CBS is allowed to charge pass-through annual software fee increases from third-party vendors to Customer.

CBS may designate a third party to manage and collect all receivables related to this Agreement.

2.2 TAXES: Customer shall pay all federal, state, municipal, VAT, or other sales, use, excise, or other taxes, assessments, and charges (except income taxes) assessed or levied against any Products, Software, or any other goods or services provided by CBS to Customer. CBS represents and warrants that should Customer elect to receive the Software specified in order form via electronic distribution over the internet there will be no sales tax liability to Customer.

3. Use of Equipment and Software; License Grant. Customer will use said CBS PaaS System only in the ordinary operation of the restaurant locations, keep the CBS. CBS PaaS System equipment in a safe and following CBS's maintenance recommendations and install such system and maintenance updates as provided by CBS Inc.

3.1 Internet Service and Software Use. Customer will maintain sufficient broadband internet service, at Customer's expense, until the termination of this Agreement. The use of any software provided by CBS under this Agreement is limited solely to use together with the provided CBS PaaS System equipment and contingent upon Customer's Agreement to the CBS PaaS System software End User License.

3.2 License Grant. Subject to the terms and conditions of this Agreement, CBS hereby grants to Licensee, and Licensee accepts, for the Term of this Agreement, a non-exclusive, non-transferable, non-assignable, and non-sublicensable license of the CBS PaaS System software and all related intellectual property related to the CBS PaaS System.

4. Support Services. CBS will provide support services to Customer's use of the CBS PaaS System established in Appendix of this Agreement.

5. Ownership and Use. The CBS PaaS System, and will at all times be and remain, the sole and exclusive property of CBS. Customer will have no right, title or interest in the CBS PaaS System except for use in the operation and ordinary course of business as set forth in this Agreement. Customer acknowledges that CBS and or its affiliates may file a UCC-1 form or its state equivalent for any equipment which is subject to this agreement.

6. Term Expiration. Upon expiration of the Term, Customer may either, (i) renew the Agreement, or (ii) return the Equipment to CBS in good repair, condition and working order, except for ordinary wear and tear resulting from its use as intended, by delivering the CBS. CBS PaaS System equipment at Customer's cost and expense to the address specified by CBS.

6.1 Renewal. Unless one party shall notify the other to the contrary a minimum of thirty (30) days prior to the expiration of the term, upon the expiration of the term this Agreement shall renew for successive terms of one calendar year at the same effective terms to those set forth herein. Customer will pay CBS the applicable equivalent hardware replacement fee for any hardware not returned to CBS within 15 days of termination of this Agreement, except in the case that Customer has purchased the CBS PaaS System.

7. Third-Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

8. Default. Any Customer default, including any failure to pay the monthly service fee when due or declaration of bankruptcy, will not relieve Customer from its obligation to pay all monthly service fees as they come due or any other obligation under this Agreement. If Customer fails to pay any monthly service fees or other amount due within fifteen (15) days after the same is due and payable or fails to perform any other obligation under this Agreement, CBS may, at its own discretion: (i) terminate this Agreement; (ii) take possession of the CBS PaaS System; (iii) shut down operation of the CBS PaaS System remotely.

8.1 Repossession. CBS PaaS System Repossession does not eliminate customer's obligations under this Agreement. CBS may exercise these rights without demand or notice, wherever located, and without court order or other process of law. Customer grants CBS any license, permission or other grant or right necessary to enter and be upon the premises where the is located, in order to affect its possession under this section.

8.2 Damages and Reimbursement. Customer waives any and all damages occasioned by such taking of possession. These remedies are cumulative and may be exercised concurrently or separately. Customer agrees to reimburse CBS for all monies spent in recovering past due balances, including collections fees, attorney fees, and any other fee due relating to this Agreement.

9. Devices Covered. CBS reserves the right to adjust rates based on additions of locations, hardware, software, other support requirements, or services including the modification of this Agreement (or any portion thereof) with a 30-day written notice. For the purpose of this Agreement, devices covered under this Agreement shall include all locations as outlined in the Order Form. In addition, this Agreement is based on services provided to only those devices listed in this Agreement. Any additional devices added to the network without the consent of CBS will not be honored or supported under this Agreement.

10. Credit Disclosure and Additional Documents. CBS's Agreement to this service Agreement is conditioned upon Customer's creditworthiness in CBS' sole discretion. Customer also agrees to provide additional representations and authorizations, including those necessary to CBS. UCC financing statements, as needed to perfect CBS's proof of ownership of the CBS Inc. CBS PaaS System.

11. INDEMNIFICATION:

a) Indemnification by Customer. Customer shall indemnify, defend, and hold harmless CBS and its affiliates, officers, managers, members, directors, employees, agents, successors, and assigns, for, from, and against all claims, demands, liabilities, damages, and costs including, without limitation, its reasonable attorneys' fees and other costs of defense, arising from or relating to (i) Customer's breach of any terms, representations, warranties, or covenants of this Agreement or any schedule executed in connection herewith; (ii) the use of the Software, Program, or Supporting Program in the conduct of its business; or (iii) any claims of infringement of the intellectual property rights of any third party.

b) Indemnification by CBS. CBS shall indemnify, defend, and hold harmless Customer and its affiliates, officers, managers, members, directors, employees, agents, successors, and assigns, for, from and against all claims, demands, liabilities, damages, and costs including, without limitation, its reasonable attorneys' fees and other costs of defense, arising from or relating to CBS's breach of any terms of this Agreement, representations, warranties, or covenants or any schedule executed in connection herewith.

c) The party seeking indemnification ("Indemnitee") shall provide the other party ("Indemnifying Party") prompt written notice of any knowledge it may have of such an infringement or other indemnity claim, and the Indemnitee shall reasonably cooperate in the defense and settlement of any such claim. The Indemnifying Party shall have the right to control the defense, negotiation, and settlement of any such claim and the Indemnifying Party shall pay all damages and costs awarded by a court of competent jurisdiction against Indemnitee arising out of such claim or the amount of any settlement to which the Indemnifying Party may agree, provided, however, the Indemnifying Party shall not settle any claim without the prior consent of Indemnitee if such settlement would be adverse to Indemnitee's interests.

d) In the event of any termination of this Agreement, for any reason, all provisions of this Section shall survive the expiration or termination of this Agreement.

12. DISCLAIMER OF WARRANTIES.

CBS DISCLAIMS AND CUSTOMER HEREBY WAIVES ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR INTENDED USE, ANY WARRANTY OF COMPATIBILITY BETWEEN THE SYSTEM, EQUIPMENT, SOFTWARE OR DATA PROVIDED BY CBS AND CUSTOMER OWNED EQUIPMENT OR SOFTWARE, OR ANY LIABILITY IN NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE, WITH RESPECT TO THE SYSTEM, EQUIPMENT, SOFTWARE, DATA OR SERVICES FURNISHED HEREUNDER. CUSTOMER EXPRESSLY AGREES THAT CBS Inc. SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES. INCLUDING, BUT NOT LIMITED TO, LOSS OF REVENUES, EVEN IF ADVISED OF THE RISKS IN ADVANCE.

DATA LOSS DUE TO HARDWARE FAILURE, CUSTOMER ABUSE, OR ERRORS, OR ANY ACT OF GOD IS SUBJECT TO MANUFACTURER'S WARRANTY ONLY. CBS SHALL NOT BE LIABLE FOR ACTUAL OR POTENTIAL FINANCIAL LOSS DUE TO SYSTEM CRASH OR ANY MALICIOUS ACTS SUCH AS THEFT OR FOUL PLAY. CBS AND ITS EMPLOYEES, REPRESENTATIVES AND/OR AFFILIATES ARE NOT LIABLE FOR ANY BUGS, HARDWARE FAILURES OR MALFUNCTIONS, OR ANY PROBLEMS ASSOCIATED WITH HARDWARE AND SOFTWARE INCLUDING, BUT NOT LIMITED TO, PRODUCTS DEVELOPED OR MANUFACTURED BY THE MICROSOFT CORPORATION OR ANY OF ITS AFFILIATES OR SUBSIDIARY CORPORATIONS. ALL HARDWARE WARRANTY CLAIMS SHALL BE ASSERTED TO THE MANUFACTURER DIRECTLY, AND CUSTOMER COVENANTS THAT IT SHALL NOT ASSERTED AND HARDWARE WARRANTY CLAIMS AGAINST CBS.

DISCLAIMER. CBS EXPRESSLY DISCLAIMS ANY LIABILITY OR LOSS ARISING FROM OR RELATED TO THE CBS. SERVICES, THIRD PARTY SERVICE PROVIDERS OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), INCLUDING WITHOUT LIMITATION, LIABILITY OR LOSS ASSOCIATED WITH UNAUTHORIZED ACCESS TO A SERVER, RESELLER INTERFACE, WEBSITE, FACILITY, YOUR DATA OR YOUR CUSTOMER DATA (INCLUDING CREDIT CARD NUMBERS AND OTHER PERSONALLY IDENTIFIABLE INFORMATION) DUE TO ACCIDENT, ILLEGAL OR FRAUDULENT MEANS, INCLUDING HACKING, OR DEVICES USED BY ANY THIRD PARTY, OR OTHER CAUSES BEYOND CBS'S REASONABLE CONTROL. CUSTOMER SHALL SOLELY BE RESPONSIBLE FOR ALL CONTROLS RELATED TO PREVENTING CREDIT CARD DISPLAY ON PATRON RECEIPTS.

13. CONFIDENTIAL INFORMATION. Confidential information supplied by one party to another pursuant to this Agreement ("Confidential Information") is for the exclusive use of the party receiving the information and must not be disclosed to any other third party for any reason. Only in the case of court or governmental authority intervention, may the disclosing party release the Confidential Information. The terms "Confidential Information" shall mean all information that either party discloses to the other party whether in writing, electronically, or orally in any form that is confidential, proprietary, related to the CBS PaaS System in any way, including, but not limited to: source code, object code, interface design, operation and instructions related to the software.

14. MEDIATION AND ARBITRATION. If a dispute arises out of or relates to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered a mutually agreeable mediator.

14.1. If the dispute is not settled by mediation within 30 days of the appointment of the mediator, or such a further period as the PARTIES shall agree in writing, the dispute shall be referred to and finally adjudicated through binding

arbitration under the American Arbitration Association in accordance with its Commercial Arbitration Rules

14.2 The number of appointed arbitrators shall be one.

14.3. The seat, or legal place, of arbitration, shall be Orange County, California.

14.4. The language to be used in the arbitral proceedings shall be in English.

14.5. The judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator may award monetary damages, injunctive relief, recession, restitution, costs and attorneys' fees. The arbitration award shall be final and binding regardless of whether one of the parties fails or refuses to participate in the arbitration. The arbitrator shall not have the power to amend this Agreement in any respect.

15. MISCELLANEOUS.

15.1. Liability. CBS Inc. will not be liable for breach or default under this Agreement due to delays in performance resulting from any cause beyond its reasonable control including, but not limited to, natural or man-made disasters, significant weather events or transportation or manufacturing delays. CBS Inc. shall be entitled, in addition to any other rights and remedies it may have, to reimbursement for all expenses it may incur in connection with any such action, including costs and reasonable attorneys' fees, unless CBS Inc. shall not prevail in such action.

15.1.1 LIMITATION AS LIABILITY:

a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL CBS BE LIABLE TO CUSTOMER OR ANY OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, OR LOST PROFITS DAMAGES OF ANY KIND, WHETHER FORESEEABLE OR UNFORESEEABLE (INCLUDING DAMAGES FOR LOSS OF DATA, GOODWILL, INVESTMENTS, USE OF MONEY, OR USE OF FACILITIES, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK, OR IMPAIRMENT OF OTHER ASSETS), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OF NONPERFORMANCE OF THESE TERMS OR OF PRODUCTS, SOFTWARE, OR SERVICES PROVIDED UNDER THESE TERMS, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT, INDEMNITY, OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THESE TERMS OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.

b) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR INSTANCES OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT BY CBS, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF CBS EXCEED THE FEES ACTUALLY PAID BY CUSTOMER TO CBS UNDER THESE TERMS IN THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH A CLAIM, REGARDLESS OF WHETHER ANY ACTION

OR CLAIM IS BASED IN CONTRACT, MISREPRESENTATION, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT OR OTHERWISE. THE FOREGOING DOES NOT APPLY TO CUSTOMER'S DEFENSE AND INDEMNIFICATION OBLIGATIONS, TO CUSTOMER'S OBLIGATIONS TO PAY FEES AND EXPENSES WHEN DUE AND PAYABLE, NOR TO ANY INFRINGEMENT OR MISAPPROPRIATION BY CUSTOMER OF ANY OF CBS'S INTELLECTUAL PROPERTY RIGHTS.

15.2. Entire Agreement / Amendments. This Agreement and attachments contain the entire understanding between the PARTIES. Any amendment or addendum to the Agreement shall be made in writing. This Agreement may not be amended, supplemented, or otherwise modified without the prior written consent of the PARTIES hereto. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original. If any part of this is to be financed through a third-party, leased or rented, all the provisions of Sections 11, 12, 13, 14 and 15.6 shall remain in full force and effect as to and for the benefit of CBS. Any conflicts that may arise between these terms, the terms of the Order Form and any terms from any third-party rental or lease shall be resolved in terms most favorably to CBS as they would apply to CBS. All remedies and rights related to this Agreement and any related to any third-party lease or rental agreement shall be cumulative for the benefit of CBS.

15.3. Severability. It is the intention of the PARTIES that the Agreement shall be construed as a whole. Notwithstanding the foregoing, if any part of the Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the validity of the remainder of the Agreement shall not be prejudiced thereby and every part of the Agreement shall be deemed to be severable and separately valid and enforceable.

15.4. Waivers. No waiver by any PARTY of any or more defaults by another PARTY in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults by the same PARTY, whether of a like or of a different character. No PARTY shall be deemed to have waived, released or modified any of its rights under this Agreement unless such PARTY has expressly stated in writing that it does waive, release or modify such right.

15.5. Applicable Law. This Agreement will be governed and interpreted by the laws of the State of California.

15.6. Compliance Waiver. CUSTOMER waives all rights and understands that CBS provides such CBS software 'as-is' without warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, or arising from a course of dealing, usage, or trade practice. CBS shall not be liable for any indirect, special, consequential, or incidental damages including, without limitation, lost profits or revenues, costs or replacement products or service, loss of damage to data arising out of the use or inability to use such program. Under no circumstance shall CBS be liable for damages resulting including from any PCI breach. Customer is ultimately responsible for being legally compliant, to the standards set by the PCI Security Compliance Counsel or other state or federal law or regulation.

15.7. Assignments. CUSTOMER shall not assign this Agreement or any right or obligation under the Agreement without prior consent of CBS. In the event CUSTOMER sells or otherwise transfers the business in which the equipment and services described in this Agreement are located, this Agreement shall be binding on CUSTOMER'S successors, including any of Customer's financial obligations to CBS that are due and owing and have not been paid in full. Any purported assignment not in accord with this Agreement shall be VOID.

15.8. Partnership. Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, association, or joint venture relationship between the parties.

15.9. Headings. The headings used in this Agreement are for convenience only and shall not be used in the construction or interpretation hereof.

15.10. Force Majeure. Except for Customer's obligation to make the Agreement payments, neither party will be in default or otherwise responsible for delays or failures in performance resulting from acts of God, acts of war or civil disturbance, epidemics, governmental action or inaction, fires, earthquakes, unavailability of labor, materials, power, communications, or other causes beyond the PARTIES reasonable control.

15.11 NON-SOLICITATION: Customer and CBS acknowledge and agree that during the Term and for one (1) year thereafter, neither Customer nor CBS will directly or indirectly, on Customer's or CBS's own behalf or in the service or on behalf of others, in any capacity, induce or attempt to induce any officer, director, or employee to leave their company, provided, however, that general advertising in mass media shall not constitute solicitation for purposes hereof.

16. Notices. All payments, notices, requests, demands and other communications required or permitted to be given under this Agreement shall be given in writing by United States mail, postage prepaid to the parties at the address set forth in this Agreement for Customer and/or Business Owner or to such other place or places as either party hereto shall designate by written notice to the other. Electronic mail notification to Business Owner as listed above (or as current in the CBS Inc. customer relationship software shall be deemed acceptable. Such notice shall be effective as of the date of mailing/emailing.

17. OWNERSHIP OF SOFTWARE AND PRODUCTS AND INTELLECTUAL PROPERTY: CBS shall have sole and exclusive ownership of all right, title, and interest in and to the Software and Products and all modifications and enhancements thereof, including but not limited to ownership of, or right to license, all trade secrets and copyrights pertaining thereto, and all manuals, materials, and documentation relating thereto subject only to the rights and privileges expressly granted by CBS. The Software, Products, documentation, and equipment are commercially valuable products of CBS, the design and development of which reflects the efforts of skilled development experts and the investment of considerable time and money. CBS claims and reserves all Intellectual Property Rights. As used herein, "Intellectual Property Rights" shall mean all rights, title, and

interest (including, all patents, patent applications, business processes, copyright, data right, trademark, trade name, service mark, service name, trade secret, know-how, or other similar right arising or enforceable under any laws of the United States or laws that are otherwise applicable to the parties, Software, the Program, or this Agreement).

18. Exclusive Credit Card Processing. During the term of this Agreement Customer agrees to only use CBS approved processors to process all credit card transactions.

Appendix: Support Scope & Services

CBS Inc. will provide services to support Customer's use of the CBS Inc. CBS PaaS System at no charge if they fall under any Support Type EXCEPT Non-Priority. Non-Priority support requests may or may not be billable to Customer.

Customer grants CBS Inc., its employees, subsidiaries and contractors' authorization to enter the restaurant, both virtually and physically as reasonably necessary to provide such services. Customer also grants CBS Inc., its employees, subsidiaries and contractors' permission to act as a super-administrator on Customer's behalf to make changes, including but not limited to support contracts, billing updates, and payment authorizations, to Customer's third-party accounts and programs.

Mission Critical Situations are defined as causing major, widespread disruption of business activities, such as an offline server, general network outage, credit card processing failure, site-wide virus activity, or loss of printing capabilities from all user workstations, where the outage results in a significant loss of revenue for the Customer. Mission Critical Situations are, by definition, Critical or High-Priority.

Support Type	Conditions	Work Start	Work Completion	Time Available
Non-Priority	Issue does not reduce the production capacity of any system or user and is purely an elective request. Completion of request is not necessary within 5 business days. Outage does not cause significant revenue losses for clients.	Targeted within five business days. Varies according to client needs and help desk work volume.	May or may not be greater than five business days.	Only during normal business hours. *
Low-Priority	Issue minimally affects a very small group of users or systems in a non-mission-critical capacity. Users have sufficient workarounds to temporarily circumvent the outage. Outage does not cause significant revenue losses for clients.	Targeted within three business days. Varies according to client needs and help desk work volume.	May or may not be greater than three business days.	Only during normal business hours. *
Normal-Priority	Affects users or systems in a non-mission-critical, but noticeable fashion. User may or may have a work-around for the issue. Outage does not cause significant revenue losses for client.	Targeted within one business day. Varies according to client needs and help desk work volume.	May or may not be greater than one business day.	Only during normal business hours. *
High-Priority	Issue affects a wider group of users or systems, some in a mission-critical fashion. Users have no known work-around. Outage results in revenue losses for client.	Same Day. Generally, within two hours.	Same day (usually) but varies based on complexity.	24x7x365
Critical-Priority	Affects majority or all users in an environment (with limited exceptions based on severity of other criteria) Users have no known workaround Outage results in significant revenue losses for client Outage prohibits operation of any mission-critical system on a wide-spread basis.	Immediately, within 60 minutes, during normal business hours. Within two hours during all other times.	Same day (usually) but varies based on complexity. Critical tickets immediately involve all available resources at CBS Inc., NorthStar and Microsoft.	24x7x365

* Normal Business Hours are 9:00am-6:00pm, Eastern Time, Weekdays, except on Federal Holidays.

Additional Support Services:

8.1 Software. CBS Inc. will provide all new versions, updates and bug fixes to the pos software, as provided by the software manufacturer.

8.2 Hardware Replacement. CBS Inc. will cover the cost of the replacement of any hardware component of the CBS Inc. CBS PaaS System if its lack of function is due to normal use. For all other hardware replacement not related to the normal use, the Customer needs to pay the current applicable hardware replacement fee.

8.3 Support Limitations. The support service in this Agreement does not include:

I. Excluded Repairs and Materials. Except as provided in Section 4(b) above, absent negligence by CBS Inc. and/or any of its staff or affiliates, Customer will assume all risk of failure, loss or damage to the CBS Inc. CBS PaaS System equipment from any cause, and CBS Inc. is under no obligation to replace, failure caused by the failure or interruption of any third-party software or hardware, including all credit card processing, music, internet, communications or other related devices. No loss or damage to the CBS Inc. CBS PaaS System equipment or any part of the equipment will reduce or terminate any obligation of Customer under this Agreement which will continue to be applicable through the term.

II. Data Loss. This Agreement does not cover any defects or damage to any software or data residing in the CBS Inc. CBS PaaS System equipment under any circumstance and regardless of whether replaced or repaired by CBS Inc. When providing repair or replacement service, CBS Inc. will use reasonable efforts to reinstall the equipment's prior CBS Inc. CBS PaaS System software configuration but will not provide any recovery or transfer of software or data not originally included with and as part of the CBS Inc. CBS PaaS System equipment. Customer agrees that CBS Inc. may install newer versions, updates or fixes of the CBS Inc. CBS PaaS System equipment software than were installed on Customer's CBS Inc. CBS PaaS System equipment prior to any repair or replacement.

III. Consumables and Other Materials. This Agreement does not cover, and CBS Inc. is not responsible for, replacement or repair of materials such as printer paper, ink, batteries or other consumables, any hardware or software not provided by CBS Inc. with and as part of the CBS Inc. CBS PaaS System equipment or cosmetic damage.

IV. Other Equipment. Replacement and repair under this Plan do not cover installation, removal, repair, maintenance or reinstallation of equipment that is not part of the CBS Inc. CBS PaaS System including any accessories, attachments, or other devices working in conjunction with or near the CBS Inc. CBS PaaS System such as internet modems, routers or wireless radio units, music service equipment or electrical service external to the CBS Inc. CBS PaaS System.

V. Internet. This Agreement does not provide or include the cost of broadband internet service.

VI. Support Availability. CBS Inc. does not represent, warrant or guarantee in any way that service personnel will be available at all or on-site. CBS Inc. will make reasonable efforts to respond to a service request in a timely manner based on the timeframes listed in Appendix A.2.

VII. Changes to support services. CBS Inc. may change the terms and condition of the support plan upon thirty days written notice to Customer. CBS Inc. reserves the right to change its services and to determine the service to provide, including but not limited to whether it provides on-site service. This includes charging Customer for labor incurred when, in CBS Inc.' sole judgment, a repair is requested but the problem is not caused by a malfunction or failure of the CBS Inc. CBS PaaS System equipment; or

VIII. Preventative maintenance. This Agreement does not provide preventive maintenance for CBS Inc. CBS PaaS System equipment.

IX. Bomgar. Customer acknowledges and agrees that the Bomgar program is used for remote support only. CBS Inc. provides such program 'as-is' without warranty of any kind, either expressed or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, or non-infringement, or arising from a course of dealing, usage, or trade practice. CBS Inc. shall not be liable for any indirect, special, consequential, or incidental damages including, without limitation, lost profits or revenues, costs or replacement products or service, loss of damage to data arising out of the use or inability to use the Cloud Defend program. Under no circumstance, including but not limited to negligence, shall CBS Inc. be liable for damage resulting from use of the service.

8. 4 System Monitoring. Customer will allow CBS Inc. reasonable access to all applicable computer systems listed in this Agreement for purposes of installing and maintaining the CBS

Inc. CBS PaaS System equipment and software, for purposes of providing the other services called for hereunder, and to monitor and troubleshoot Customer's network and systems.