

# Letter of Agreement

## Office 365 Signature Support Escalations

This letter of agreement (“LOA”) sets forth the understanding between Cloud AG LLC., a Georgia Limited Liability Company (“Cloud|AG”), and \_\_\_\_\_ (“Client”), with respect to the performance of Services by Cloud|AG, its subsidiaries or authorized consultants on behalf of Client. Cloud|AG and Client, collectively, shall be referred to herein as “the Parties”, and individually as the “Party”. Please indicate your acceptance hereof by signing where indicated below, and returning a copy of this letter via email to info@cloudag.com or fax 855.256.8324.

**Description of Service To Be Performed:** The following tasks (“Services”) will be performed by Cloud|AG in conjunction with this LOA:

- Receive support requests via online portal at [www.cloudag.com/support](http://www.cloudag.com/support)
- Create case on behalf of Client with Microsoft Office 365 Signature Support Team
- Arrange screen share support sessions with Client and Microsoft Office 365 Signature Support Team
- Participate in support conversations Client and Microsoft Office 365 Signature Support Team

**Compensation Schedule:** The Services specified in this LOA is being contracted on a per case basis. The following table outlines charges for these Services. All payments are due upon client receipt of invoice and may be paid either by company check or credit card.

| Service                            | Rate               |
|------------------------------------|--------------------|
| Signature Support Case Escalations | \$125 per case per |

**Payment Instructions:**

**Billing Contact Name:** \_\_\_\_\_

**Billing Contact Email:** \_\_\_\_\_

**Billing Contact Phone:** \_\_\_\_\_

**Billing Type:** Credit Card / Invoice **(circle one)**

**Credit Card Type:** Amex / MasterCard / Visa / Discover **(circle one)**

**Card Number:** \_\_\_\_\_

**Expiration Date:** \_\_\_\_\_

**Security Code:** \_\_\_\_\_

**Name on Card:** \_\_\_\_\_

**Billing Address:** \_\_\_\_\_

**Hours and Response Times:** Standard business hours are Monday through Friday between the hours of 8am - 6pm Eastern Time excluding weekends and holidays. Standard response time for support incidents are within 4 hours for requests received during Standard Business Hours. Requests received outside these hours will be responded to the next business day.

**Term:** The term of this Agreement shall commence on the date hereof and shall continue thereafter for a period of one (1) year. Agreement shall automatically renew each year unless either Party notifies the other in writing of its intent to terminate this Agreement at least 30 days prior to the expiration of the current term.

**Assumptions:**

1. Issue resolution is provided by Microsoft's Signature Support team, facilitated by Cloud | AG.
2. Client must assign and maintain Cloud | AG as their Office 365 subscription(s) advisor.
3. Client will assign an internal person (technical lead) to be the point-of-contact for end-users requests and to be primary liaison to Cloud | AG concerning support requests.

**Non-Disclosure:** Except for any license or other right expressly granted under this LOA, each party reserves any and all right, title and interest that it may have in or to any Confidential Information that it may disclose to the other party under this LOA. The Party receiving Confidential Information ("Recipient") will protect Confidential Information of the Party disclosing Confidential Information ("Discloser") against any unauthorized use or disclosure to the same extent that the Recipient protects its own Confidential Information of a similar nature against unauthorized use or disclosure. The Recipient will use any Confidential Information of the Discloser solely for the purposes for which it is provided by the Discloser.

**Entire Agreement:** This LOA constitutes the entire agreement between the parties with respect to the Services to be performed, the Deliverables to be furnished, and the Proprietary Items, and any other items to be provided hereunder. This LOA will not be modified except by a written agreement signed on behalf of Cloud | AG and Client by their respective duly authorized representatives.

**Limitation of Liability.** Cloud | AG will not be liable for any incidental, consequential or indirect damages or for any loss of profit, revenue, data, business or use arising out of or related to Services or Deliverables provided pursuant hereto, whether an action for such losses lies in contract or tort. Furthermore, Cloud | AG's liability for its Services and Deliverables will not exceed the compensation paid by Client pursuant hereto.

**AGREED AND ACCEPTED BY:**

**CLOUD AG, LLC**

**CLIENT:** \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_