VENDOR INCLUSION AGREEMENT

THIS VENDOR INCLUSION AGREEMENT (this "Agreement") is effective as of _____ (the "Effective Date") between Cloudharmony Inc., a California corporation (the "Company") and _____, a _____ corporation (the "Vendor"). Vendor is a cloud computing service provider (a "Service Provider") seeking to be listed as such on the Company's website www.cloudharmony.com (the "Website").

RECITALS

A.   The Company prepares and sells commercial reports setting forth analytics and benchmark results for cloud-related services.

B.   Vendor is a provider of one or more cloud-related services, seeks to have its service(s) included within the Company's list of Service Providers, and is willing to afford the Company access and miscellaneous accommodations to certain of its cloud-related services, without charge, in order to permit the Company to run its analytics and benchmark testing on such services and to report the results in reports produced and distributed by the Company to members of the public, independently and without obligation to Vendor.

AGREEMENT

1.   Service Provided. In consideration for having its results listed in the Company's reports as applicable to its cloud-related service(s), Vendor agrees to provide to the Company immediately following the Effective Date and for as long as this Agreement remains in effect, without charge, the services designated below:

	Service Type	Services Provided
	Cloud Compute Services	Continuous single 1-2GB or comparable VM with 20GB storage in each service region for uptime monitoring and network testing. Bandwidth usage will be around 100GB monthly or less for each VM. CPU usage will be minimal. Test VMs may also be used to conduct testing of other cloud services.
	Cloud Compute Services Performance Testing	The Company will periodically generate new VMs for performance testing. No more than 2 such VMs in each service region will be active at any given time. VMs sizes will range from 1GB to the largest sized VM offered by the Vendor (e.g. 16GB, 32GB, 64GB, etc.). Once performance testing is complete, these VMs will be destroyed. Each performance testing iteration generally takes 4-8 hours.
	Cloud Storage	1GB of space for monitoring and network testing in each service region - 100GB or less monthly bandwidth.
	Cloud Storage Performance Testing	Ability to start up to 16 2GB or larger VMs in each service region to test storage platforms for a period of 4-8 hours up to one time daily.
	CDN Services	1GB of space for monitoring and network testing - 100GB or less monthly bandwidth.
	Managed DNS	Ability to maintain a single zone file, 1 static name record, 1 wildcard name record, Geo directed DNS (if offered) and up to 50 million monthly DNS queries.
	PaaS	Ability to continuously maintain a single application deployment in each service region with 1GB of static files for monitoring and network testing and access to provider data services (if available). 100GB of less monthly bandwidth will be consumed.
	Database Services	Ability to continuously maintain a single database instance 1GB or smaller in each service region for monitoring and network testing.

2.   Analysis Publication. In consideration for the foregoing services/accommodations, as long as this Agreement remains in effect, the Company agrees to include test results for Vendor's cloud-related services for each Service Type selected above, within its published reports made publicly available. The Company shall have no obligation to list the Vendor's cloud-related services for any Service Type not selected above. All analytics and data generated as a result of the Company's testing shall be and remain the sole property of the Company, as will any and all benchmarking results. The Company may disseminate all items (whether for a charge or otherwise) related to Vendor's cloud-related services

generated by any such testing in reports or other means of distribution without payment or financial obligation of any kind to Vendor. The Company makes no warranty of any kind to Vendor concerning the quality of test results or other matters contained in the Company's reports. Vendor's sole remedy for any claimed inaccuracy is to terminate this Agreement.

3.   Republication Rights. Subject to Section 2 above, Vendor shall have limited rights to republish on its own website and publications the analysis provided by the Company.   Vendor may republish its performance and availability metrics, provided it references the Company in the republication and includes a link to the Website (linking directly to the metrics page if applicable). Such republication on the the analysis shall not represent or imply an endorsement of the Vendor or its services by the Company. Use of analysis to compare Vendor services to other providers shall not be allowed in the republication unless authorized by the Company.   Notwithstanding the republication rights granted pursuant to this Section, Vendor shall remove or delete such republished data from its website if the Company so requests, in its sole discretion.

4.   Cloud Service Interruptions. The Company and the Vendor recognize the importance of real time monitoring and accurate availability percentages published in the reports. In consideration for the mutual promises herein, Vendor agrees to notify the Company at least four hours prior to any scheduled maintenance of a cloud-related service.   If the Company receives the sufficient four-hour advanced notice, such scheduled maintenance shall be excluded from the availability deductions related to the cloud service. Any outages caused due to the Company's maintenance or actions shall also be excluded. The Company shall use its best efforts to remove maintenance periods from the availability metrics published in the reports.   However, the Vendor shall be ultimately responsible for any discrepancies observed in the published reports and shall notify the Company within 30 days of discovery of such discrepancy.   The Company shall respond within seven days following receipt of such notice by the Vendor. Although the Company shall maintain the right, in its sole discretion, to determine the legitimacy of such outage or discrepancy, the Company shall reasonably assess any discrepancy per the request of the Vendor.

5.   Termination. Either the Company or the Vendor may terminate this Agreement at any time for their sole convenience by giving 15 days prior written notice to the other party.   The Company may terminate this Agreement immediately and without further notice, if at any time the Vendor discontinues providing any or all of the Service Types selected above. Notwithstanding termination of this Agreement, the Company shall maintain ownership of all analytics and data generated as a result of the Company's tests as well as all published reports.   Nothing in this Agreement, including termination pursuant to this Section, shall prevent from the Company from using the Vendor's cloud-related services using a regular commercial account.

6.   Governing Law.   This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California, excluding application of its conflicts of laws provisions. Venue for any and all disputes and controversies involving this Agreement shall be the County of Orange, California.

7.   Entire Agreement; Amendment.   This Agreement constitutes the entire agreement, and supersedes all previous understandings between the parties, with respect to the subject matter hereof. This Agreement may be amended only in writing signed by both parties.

8.   Successor and Assigns.   No party may assign its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, provided that the Company may assign this Agreement and its obligations hereunder to any successor of its business by merger or consolidation or to any party acquiring substantially all of the assets of the Company.

COMPANY

By: _____

Name: Jason Read

Title: Founder

Address:
14 Monarch Bay Plaza, #290
Monarch Beach, CA 92629

VENDOR

By: _____

Name:

Title:

Address: