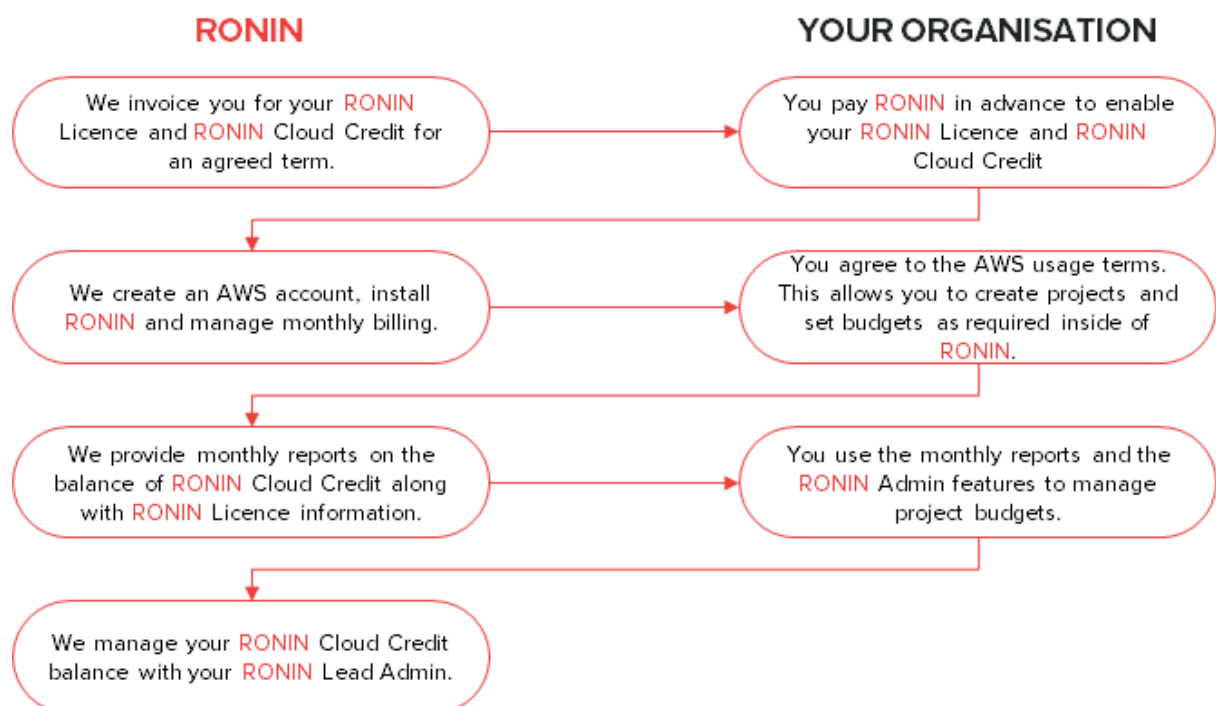


RONIN

RONIN PRE-PAID CLOUD AGREEMENT

This solution enables our customers to pre-purchase cloud and manage it via RONIN. This aims to simplify the procurement process of cloud consumption and align with the planning and existing procurement model of your organisation.

HIGH LEVEL CONCEPT



TERMS AND CONDITIONS

1) AWS End Customer Account

- a) Ronin will aim to create Your AWS End Customer Account as soon as reasonably possible after You accept the Ronin Licence and these Terms and Conditions.
- b) You must provide RONIN with an email address that will be the root owner of the AWS End Customer Account. This email address must not be previously allocated to another root AWS account.
- c) You must provide RONIN with either (1) a group email address or (2) email addresses of two authorised individuals that will be the main contacts of the AWS End Customer Account. All communications regarding cloud credits from RONIN will be sent to these email addresses so You must ensure that they are monitored and advise us immediately if they need to be changed.
- d) You agree to be bound by the AWS Solution Provider Program, Program Guide for End Customers (<https://s3-us-west-2.amazonaws.com/solution-provider-program-legal-documents/AWS+Solution+Provider+Program+-+Program+Guide+for+End+Customers.pdf>) upon creation of Your AWS End Customer Account.
- e) You acknowledge that Your RONIN Licence takes precedence over the AWS Solution Provider Program, Program Guide for End Customers to the extent of any inconsistency.

2) Cloud Credit

- a) You agree that You will pay RONIN the amount of the Cloud Credit invoiced to You by Ronin on Your acceptance of the RONIN Licence and these Terms and Conditions. Your RONIN service will not be commenced or created until the Cloud Credit invoice is paid.
- b) Your Cloud Credit may be used by You as soon as Your AWS End Customer Account is created.
- c) AWS will invoice RONIN for cloud charges used by You each month via Your AWS End Customer Account. AWS will invoice in AUD for an amount which has been converted from USD to AUD using the foreign exchange rate for AWS resources as determined by AWS at each billing cycle in accordance with AWS standard billing practices.

- d) RONIN will debit Your Cloud Credit for the amount invoiced by AWS and an administration fee of 1% of the monthly usage.
- e) Any bank fees (including currency conversion fees), administration fees and taxes charged to RONIN that are associated with Your AWS End Customer Account or Cloud Credits will be deducted from Your Cloud Credit.
- f) All invoices are payable within 30 days of issue. RONIN may, in its absolute discretion, charge an overdue fee of 12.5% per month (or part month) of the total outstanding amount for any invoices not paid in full by their relevant due dates.
- g) Invoices must be paid in USD, or payments received will be converted to USD by RONIN on receipt using a conversion rate determined by RONIN'S financial institution.

3) Using Your Cloud Credits

- a) Usage of Your AWS End Customer Account is capped to the amount of Your available Cloud Credit.
- b) In the event that You exhaust Your Cloud Credits, Your usage of RONIN's services will be suspended, downgraded or deleted (including infrastructure and data) (at RONIN's sole discretion) until You have recharged Your Cloud Credits. This applies even if Your RONIN Licence is current. RONIN is not liable for any loss of data, downtime or service interruptions in the event RONIN takes action under this clause.

4) Recharging Your Cloud Credits

- a) You can recharge or top up Your Cloud Credits at any time without the need for subsequent contracts or agreements.

5) Unused Cloud Credits

- a) Any Cloud Credits remaining at the expiry of a RONIN Licence may be rolled over to a renewed RONIN Licence, or discounted against a subsequent RONIN Licence Fee (at Your election).
- b) If Your RONIN Licence lapses and is not renewed within 90 days, any remaining Cloud Credits will expire.

6) Statements

- a) You will receive a monthly statement displaying Your opening Cloud Credits, current Cloud Credit balance.

- b) It is Your responsibility to manage Your RONIN project budgets and remaining Cloud Credits.
- c) AWS charges shown within RONIN, or shown on any notifications that RONIN sends to You are materially accurate estimates based on RONIN's algorithms that summarise AWS's complex and dynamic cost data. This may differ from your actual AWS invoiced charges. AWS invoices charges will prevail in the event of any differences for a statement period including delays in data provided by AWS, AWS alarms and budget reporting.

7) Account Closure

- a) You may request closure of Your AWS End Customer Account at any time.
- b) Closure and deletion of Your AWS End Customer Account (whether requested by You or actioned by RONIN in accordance with clause 3)b) will incur a USD 1,200 administration fee.
- c) After requesting the closure of your AWS End Customer Account, you may still incur charges for services utilised during the current billing cycle. These charges will be calculated based on your actual usage up until the time of account closure and will be invoiced to you in accordance with the terms of your agreement with RONIN.