Master Services Agreement #2741
between CloudBase Services and Cygnal

This Master Services Agreement (MSA) governs Your acquisition of Services provided by CloudBase Services.

Definitions

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Services Agreement (MSA)

"SoW" means a Statement of Work document specifying the Services to be provided hereunder that is entered into between You and Us or any of Our Affiliates, including any addenda and supplements thereto. By entering into a SoW hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Services" means the products and services that are ordered by You under an SoW and made available online by Us

"We," "Us" or "Our" means Great Parents LLC doing business as CloudBase Services whose registered office is at 1400 Shattuck Ave, Suite 15, Berkeley CA 94709.

"You" or "Your" means, in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which you are accepting this Agreement, and Affiliates of that company or entity which have entered into SoWs.

"Your Data" means electronic data and information submitted by or for You to Us or stored within Your systems to which We have access.

Confidentiality
Neither party shall disclose to a third party Confidential Information (as defined below) of the other party. The receiving party shall use the same degree of care as it uses to protect the confidentiality of its own confidential information of like nature, but no less than a reasonable degree of care, to maintain in confidence the Confidential Information of the disclosing party. The foregoing obligations shall not apply to any information that is required to be disclosed by law, subpoena or other process. "Confidential Information" means information related to the business of the disclosing party, which is identified by either party as "Confidential" and/or "Proprietary", or which, under all of the circumstances, ought reasonably to be treated as confidential and/or proprietary, including the terms of this Agreement. Confidential Information shall not include any information that (1) is at the time of disclosure, or thereafter becomes, through a source other than the receiving party, publicly known, (2) is subsequently learned from a third party that does not impose an obligation of confidentiality on the receiving party, (3) was known to the receiving party at the time of disclosure, or (4) is developed independently by the receiving party. The obligations of confidentiality hereunder with respect to any Confidential Information shall continue for a period of three (3) years from the date of the last disclosure of Confidential Information.

The Fine Print

Provision of Services: We will provide services to you pursuant to this Agreement and applicable SoWs.

Protection of Your Data: We will maintain commercially reasonable, industry standard administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, reasonable measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by law, or (c) as You expressly permit in writing.

Our Personnel: We will be responsible for the performance of Our personnel (including Our employees and contractors) and their compliance with Our obligations under this Agreement, except as otherwise specified herein.

Fees: You will pay all fees specified in applicable SoWs

Invoicing: We will send you an invoice each month for Services provided in the previous calendar month.

Payment: We prefer payment by electronic funds transfer (Wells Fargo Bank, N.A., San Francisco, CA, Routing #121042882, Account #0178833539 and Account Name: Great Parents & Quickbase SVCS LLC). We also accept payment by check or credit card. Credit card payments are subject to a four percent (4%) processing surcharge.

All payments, other than the initial deposit (as set forth on a SoW), are due within thirty (30) days of the monthly date of the invoice. Any applicable taxes incurred in connection with the performance of services by Us will be billed to and paid by You in addition to invoiced fees and expenses. Payments not received within this time shall be deemed overdue and subject to a 1.5% late charge per month.

Non-payment: You agree that We shall have no obligation to transfer the work product resulting from the Services until You have paid the entire amount due under the applicable SoW plus any overdue fees. You agree that We shall be entitled to withhold delivery of or access to the products or services to be delivered under a SoW, including those previously made available to You until any overdue balance is paid in full.

Additional Work: All SoWs shall be considered part of the Services covered by this Agreement. All SoWs shall be governed by this Agreement.

Acceptance: All deliverables by Us of the Services shall be deemed accepted by You unless You provide specific written notice to Us within ten (10) business days after delivery. If You identify any deficiencies, we will work diligently to correct such deficiencies. If We are unable to correct such deficiencies (and agree that there is a deficiency), We will refund or credit You for the fees paid to Us with respect to such deliverable.

Ownership of CloudBase Services Toolbox: We have created, acquired or otherwise has rights in, and may, in connection with the performance of the Services hereunder, employ, provide, modify, develop, create, or acquire or otherwise obtain rights in, various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates, the generalized features of the structure, sequence and organization of software, user interfaces and screen designs, general purpose consulting and software tools, utilities and routines, and logic, coherence and methods of operation of systems and we continuously make improvements to all of the foregoing (collectively, the "CloudBase Services Toolbox"). We retain all right, title and interest to the CloudBase Services Toolbox and any other intellectual or other property used in connection with the performance of the Services and You shall acquire no right or interest in such property (provided if you require use of any CloudBase Services Toolbox items in order to use the Services we grant you a limited license to use such CloudBase Services Toolbox items for the sole purpose of using the Services, with no right to distribute such items or use such items for any other purpose). You acknowledge that We work with a variety of clients and provide similar or even identical services and deliverables to what is provided to You hereunder and nothing in this Agreement shall preclude Us from providing such deliverables to other clients, irrespective of their similarity to the services and deliverables hereunder.

Limitations on Warranties: THIS IS A SERVICES AGREEMENT. WE WARRANT THAT WE WILL PERFORM SERVICES HEREUNDER IN GOOD FAITH AND IN A PROFESSIONAL MANNER. WE DISCLAIM ALL OTHER WARRANTIES, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSES. YOUR EXCLUSIVE REMEDY FOR ANY BREACH OF THIS WARRANTY SHALL BE FOR US, UPON RECEIPT OF WRITTEN NOTICE, TO USE DILIGENT EFFORTS TO CURE SUCH BREACH, OR, FAILING ANY SUCH CURE IN A REASONABLE PERIOD OF TIME, THE RETURN OF PROFESSIONAL FEES PAID TO US HEREUNDER WITH RESPECT TO THE SERVICES GIVING RISE TO SUCH BREACH.

Liability Limitation: In no case will We (and Our affiliates, officers, employees) be liable for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to any particular Services performed under this Agreement (or any SoW) for an aggregate amount in excess of the fees paid by You to Us for such Services. In no event shall We be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses or losses (including, without limitation, lost profits and opportunity costs), nor shall We be liable for any claim or demand against You by any third party.

Termination: Either party may terminate this Agreement at their convenience at any time upon 30 days' notice. You will pay for all Services provided through the date of termination. If we terminate, we will perform our obligations under any SoW entered into prior to termination unless you request otherwise. Either party may terminate this Agreement due to breach of this Agreement which remains uncured following notice and opportunity to cure. Your payment obligations, the ownership of CloudBase Services Toolbox provisions, the limitation on warranties, the liability limitation and the confidentiality obligations shall survive any termination of this Agreement.

Assignment: Except as provided below, neither party may assign, transfer or delegate any of the rights or obligations under this Agreement or any SOW without the prior written consent of the other party. We may, upon notice to You, subcontract or delegate our obligations and responsibilities hereunder to any of our Affiliates; provided, however, that We shall not be relieved of our obligations hereunder. We may assign this Agreement or any SoW, without your consent, to an entity that has acquired us or acquired all or substantially all of Our assets as successor to the business.
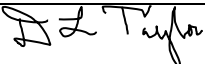
Dispute Resolution - Governing Law: This Agreement shall be governed by the laws of the State of California. In the case of any controversy or claim arising out of or relating to this Agreement, or with respect to a breach thereof, We and You shall meet-and-confer in a good faith attempt to resolve their dispute informally. Any dispute not resolved informally shall, upon written notice by either party, be resolved through mediation administered by JAMS pursuant its Streamlined Arbitration Rules and Procedures. The dispute shall be decided by one mediator to be mutually decided upon by the parties or, if necessary, according to JAMS rules. The mediation shall take place in Alameda County, California, within a reasonable period of time not to exceed thirty (30) days following the notice.

Our Contact Information - Notices: This Agreement and all notices hereunder can be sent via email attachment to contracts@cloudbaseservices.com or regular mail. Our mailing address is: 1400 Shattuck Avenue, Suite 15, Berkeley, CA 94709. Notices to You shall be sent as set forth below. All notices hereunder shall be in writing.

CloudBase Services and Cygnal have executed this Agreement as of the date(s) set forth below.

CloudBase Services   **Cygnal**

CloudBase Services Signer Name:	Debbie Taylor	*Client Signer Name:*	
CloudBase Services Signer Title:	CEO	*Client Signer Title:*	
CloudBase Services Date Signed:	31 January 2018	*Date Signed:*	
CloudBase Services Signed:	*D L Taylor*	*Client Signed:*	

CloudBase Services Statement of Work #1
with Cygnal

This Statement of Work (the "SoW") is issued under the Master Services Agreement (MSA) #2741 (the "Master Services Agreement") made as of February 2, 2018 between CloudBase Services and Cygnal ("Client"). Capitalized terms used but not defined in this SoW shall have the meanings given to them in the Master Services Agreement. This SoW is governed by the Master Services Agreement.

Overview

Cygnal is a political and communications firm based in Alabama. Currently, the firm uses a variety software programs to track sales, create proposals, manage polling and report to clients. CloudBase Services will work with Cygnal leaders to design a single, customized system to manage sales and service delivery.

The first phase of work will be planning. During this phase, CloudBase Services will work with Cygnal staff to articulate the company's information management needs both now and in the near future. CloudBase Services will then create a high level design and a plan for building the key modules:
- proposal development,
- project tracking, and
- project reporting

CloudBase Services will build a simple customer record management system that generates proposals for clients. CloudBase Services will work with Cygnal to test and implement the system. Under a subsequent contract, other modules can be built.

Services

CloudBase Services will provide the following services:
- Understand Client's needs and requirements;
- Review Client's current application and/or systems;
- Design solutions and review with Client staff;
- Develop solution in native Quick Base;
- Guide Client in testing the application;
- Revise the application based on feedback;
- Guide Client in loading data;
- Provide a few hours of training and support; and/or
- Offer other business services as needed.

Cygnal, Client, will:
- Articulate company needs and prioritize requirements;
- Retain SaaS subscriptions for Quick Base, Exact Forms Plus, a document creation tool, and possibly, DocuSign.
- Provide data in a format specified by CloudBase Services;
- Maintain a back-up copy of all applications;
- Test new functionality, provide feedback to CloudBase Services; and
- Answer consultants' questions in a timely manner.

Milestone Based Estimate

Based on information from Cygnal, CloudBase Services estimates the costs for this project as follows:

Phase	Milestone Name	Est. Hours	Hourly Rate	Est. Price
#1 $1050	Understand Cygnal's current and future needs	5	$150	$750
	Design a customized, scalable system that includes proposal development, project tracking and project management	2		$300
#2 – $3750	Develop project management system	10	$150	$1,500
	Add online signature panel*	4	$250	$1,500
	Guide client in testing the system; fix bugs	3	$150	$450
	Guide client in loading data	2		$300
	Provide 3 hours of training and support during launch	3		$450
	Manage the project	5		$750
#3 $3000	Design a task management system with task assignment based on roles and notifications based on task status vis-à-vis task deadlines	5	$150	$750
	Develop a system to • Create tasks and track status and milestones • Calculate project status and other values based on data • Send satisfaction surveys and report results • Generate online project status and profitability reports • Store links to Google documents • Provide a calendar view of upcoming projects	15	$150	$2,250
	Guide client in testing the system; fix bugs	5	$150	$750
	Guide client in loading data	3		$450
	Provide 2 hours of training and support during launch	2		$300
	Manage the project	5		$750
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#4	Add resource management tool and/or integrate with systems such as accounting system, Google Drive, etc.	TBD	$150/$ 250	

TOTAL: $11,250

CloudBase Services will pause work at the end of each phase. Cygnal can choose to proceed to the next phase or to continue work.

This is a time and materials SoW and the foregoing estimate is only a good faith estimate. The final project cost may be less than or greater than the estimate. **Cygnal will only be charged for actual time and costs.**

The maximum charge under this SoW ("Contracted Maximum") is eleven thousand two hundred fifty dollars ($11,250). This is not an agreement that all work will be done for this amount. CloudBase Services agrees not to bill in excess of the Contracted Maximum without written approval from the Client.

Rates
CloudBase Services charges one hundred fifty dollars ($150) per hour for most services. CloudBase Services charges two hundred fifty dollars ($250) per hour for custom code, data integration and formal training, as well as for all work done by a senior account manager. CloudBase Services charges a flat fee of one thousand dollars ($1,000) for a customized user guide (i.e. training manual). NOTE: This rate will increase to $175 per hour as of July 1, 2018.

Travel
For meetings held in the San Francisco Bay Area but outside of CloudBase Services' office, CloudBase Services will bill for travel time. For meetings held outside of the San Francisco Bay Area, CloudBase Services will be reimbursed for all reasonable travel expenses and will charge 50% of the hourly rate for travel time.

Deposit
Before CloudBase Services assigns resources to deliver the Services describe herein an initial deposit of two thousand dollars ($2,000) must be received. The deposit is due within seven (7) days of signing. Otherwise, it will be deemed overdue. If Client does not use the services covered by the initial deposit, Client may request a refund of the unspent portion of the initial deposit. CloudBase Services will refund the money within thirty (30) days.
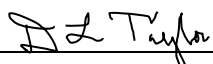
Changes
In the event that the scope of the project changes, CloudBase Services and Client will discuss appropriate revisions to the estimate and enter into a SoW as necessary to reflect the changes.

Acceptance
To show their agreement to these terms, CloudBase Services and Client have signed and delivered this SoW on the dates specified below.

Cygnal

CloudBase Services

Signer Name: Debbie Taylor	*Client Signer Name:*
Signer Title: CEO	*Client Signer Title:*
Date Signed: January 31, 2018	*Date Signed:*
Signed: DL Taylor	*Client Signed:*

Client Billing and Contact Information:

PO or Invoice#:	
Primary Phone:	*Primary Email:*