

Conductor Technologies Payment Options & Terms

1. Service Fee:

The Cost Calculator, available at <https://sites.google.com/a/conductorio.com/documentation/home/pricing-billing>, provides pricing calculation according to user selected service configuration of hardware and software for compute services. Storage is charged separately as outlined below:

Storage	Per GB / Month	\$0.18
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Unless otherwise stated all consumption will be billed in 1-minute increments with a 10 minute minimum, rounded up to the nearest hour at the end of each month.

2. Payment Schedule:

Customer may elect to pay the Fees in any one of the following methods and payment shall be due and payable as set forth below:

i. **Automatic Payment.** Subject to Customer's execution of CONDUCTOR TECHNOLOGIES' Automatic Payment Authorization Form, payment of the Fees may be automatically deducted from Customer's bank account, or charged to Customer's credit card. If this method of payment is selected, the Service Fees shall be due and payable, and will be withdrawn from Customer's bank account or charged to Customer's credit card on the earlier of (A) a monthly basis; or (B) when Fees exceed \$500, unless a higher amount has been mutually agreed in writing by the parties. **Accordingly**, the frequency of withdrawals or charges authorized by this method of payment shall be determined by the balance of Fees incurred, and may occur daily. Notwithstanding anything else, CONDUCTOR TECHNOLOGIES retains the right to suspend Customer's access to the Services in the event the Fees incurred as a result of Customer's use of the Services exceeds \$500 until Customer has paid for the applicable outstanding invoice or the parties have mutually agreed in writing to increase the \$500 limit.

ii. **Deposited Funds.** Customer may elect to prepay the Fees by transferring funds to CONDUCTOR TECHNOLOGIES via ACH, wire transfer or check, which funds will be drawn down as the Services Fees are incurred. If this method of payment is selected, the Service Fees shall be due and payable, and will be drawn from the balance of Customer's prepaid funds, on a daily basis as Service Fees are incurred. Furthermore, if this method of payment is selected, Customer shall maintain on deposit with CONDUCTOR TECHNOLOGIES a minimum balance equal to the greater of (A) \$25,000; and (B) the average balance of Service Fees incurred by Customer for the immediately preceding month. Funds transferred to CONDUCTOR TECHNOLOGIES shall not earn interest and any amount of prepaid funds that have not been applied to Fees otherwise due and payable upon termination of this Agreement shall be refunded to Customer within 30 days of such termination. All Service Fees paid with prepaid funds shall be subject to a 5% discount.

iii. **Credit.** Subject to Customer's completion and CONDUCTOR TECHNOLOGIES' approval of CONDUCTOR TECHNOLOGIES Credit Application Form, the processing time of which may be up to 10 days, Customer may elect to have payment of the Fees financed by CONDUCTOR TECHNOLOGIES. CONDUCTOR TECHNOLOGIES may condition its financing offer on obtaining a third party guaranty, as CONDUCTOR TECHNOLOGIES may determine in its sole discretion. If CONDUCTOR TECHNOLOGIES agrees to extend credit for payment of the Fees to Customer, CONDUCTOR TECHNOLOGIES shall, in its sole discretion establish a credit limit ("Credit Limit") and the Service Fees shall be billed on a monthly basis and shall be due and payable within 15 days of receipt of such invoice. Notwithstanding anything else, CONDUCTOR TECHNOLOGIES retains the right to suspend Customer's access to the Services in the event Customer's use of the Services exceeds the Credit Limit until Customer has paid for the applicable outstanding invoice or the parties have mutually agreed in writing to increase the Credit Limit.