



## NORTHSTAR SOFTWARE HOSTING SERVICES INFORMATION

Northstar Technologies, Inc.  
3650 Mansell Road, Suite 225  
Alpharetta, GA 30022

### Licensed Club

Del Webb Oak Creek Homeowners  
Association

This document lists additional terms relating to deployment of Northstar Club Management Software as an application hosted by Northstar Technologies, Inc.

1. **HOSTING.** Northstar will host the club management application using a third-party service. The server, provisioned through this service, will be configured to be large enough to handle normal usage of the application by the Licensee. Licensee acknowledges that Northstar will manage the server and the Licensee has no rights to the server except to use the application running on the server.
  - 1.1 **SERVICE HOURS.** Northstar will attempt to make the application 24x7. However, during full backups, server upgrades, patch applications and Third-Party Service downtimes, the application may not be available.
2. **DATA BACKUP.** Upon request by Licensee, Northstar will setup a data backup service using the third party's services at no additional charge to Licensee. Northstar will provide full backups and incremental backups based on a mutually agreed upon schedule. Northstar will perform data restoration from periodic backups maintained in the manner specified above. The data backup will be stored for one year from the date of backup and for up to 30 days from the termination of this agreement.
  - 2.1 **REMEDIES FOR FAILURE OF BACKUP SERVICE.** Northstar will not be liable if the underlying Data Storage Service fails and the Licensee remedies will be limited to the remedies provided by the underlying data storage service.
3. **SERVICE LEVEL AGREEMENT.** Northstar is providing the application hosting service using a third-party service. Our Service Commitment is to provide a server uptime of 99.5% based on third party's Service Level Agreement. The application uptime may be less due to downtimes for application upgrades and patch application. Northstar makes no additional warranty for the application uptime but will do whatever is commercially reasonable to make the application available at all times.
4. **DATA PROTECTION.** Northstar shall maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Licensee Data. Northstar shall not (a) modify Licensee Data, (b) disclose Licensee Data except as compelled by law (Compelled Disclosure) or as expressly permitted in writing by Licensee, or (c) access Licensee Data except to provide the Services and prevent or address service or technical problems, or at Licensee request in connection with customer support matters.
  - 4.1 **Return of Your Data.** Upon request by Licensee made within 30 days after the effective date of termination of this agreement, Northstar will make available to Licensee for download a file of Your Data in comma separated value (.csv) format along with attachments in their native format. After such 30-day period, Northstar shall have no obligation to maintain or provide any of Licensee Data and shall thereafter, unless legally prohibited, delete all of Licensee Data in Northstar systems or otherwise in Northstar possession or under Northstar control.

### DETAILS and CHARGES.

#### SMALL:

Region: Ohio

r5.xlarge

vCPUs: 4

RAM: 32 GB

Hard Drive: 750 GB

Elastic IPs: 1

OS: Windows Server 2019

Dedicated Security Group

Daily Backups Included

Single Certificate Included

Monthly Hosting: \$400/month

4.2 Initial Server Set Up and Configuration Fee – ~~\$1000~~-WAIVED

4.3 Monthly Hosting Fee - \$400/month for NS Connect and NS Office



4.4 Northstar will be responsible for SSL deployment & administration. Northstar reserves the right to modify fees in the future.

4.5 Payment Terms, Monthly Fee: Net 15 from Invoice Date, and will be tendered by automatic ACH

IN WITNESS WHEREOF, Northstar and Licensee have executed and delivered Agreement on the date set forth below the signature of Northstar's representative.

**NORTHSTAR TECHNOLOGIES, INC.**

By: Prasad Suryadevara  
Prasad Suryadevara

Title: Chief Executive Officer

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

**LICENSEE:**

By: Kimberly Morton  
Kimberly Morton

Title: President

Date: 10/18/2022