

AWARD AGREEMENT

THIS AWARD AGREEMENT (the "Agreement") is made and entered into this 31st day of January, 2015, by and between the INDIANA ECONOMIC DEVELOPMENT CORPORATION ("IEDC"), and CLOUDONE CORPORATION, a Delaware corporation with its headquarters located in Indiana (the "Company").

RECITALS

WHEREAS, on December 9, 2014, the Board of Directors of IEDC, acting by and through its Entrepreneurship Committee, approved an award to the Company in the amount of up to \$800,000 (the "Award") from the Twenty-First Century Research and Technology Fund under Indiana Code § 5-28-16 *et. seq.*, subject to review of the Award by the State Budget Committee and the confirmed commitment to the Company of at least \$3,700,000 in capital investment commitments from private (non-governmental) sources (any and all such funds, the "Co-Investment"), on the terms and subject to the conditions set forth in this Agreement;

WHEREAS, the State Budget Committee reviewed the Award on December 17, 2014; and

WHEREAS, the Company has secured the full Co-Investment commitment amount of \$3,700,000 pursuant to the terms of that certain Series D Preferred Stock Purchase Agreement, dated November 30, 2014, as amended, a copy of which is attached hereto as Exhibit A (the "Purchase Agreement").

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and subject to the following terms and conditions, IEDC and the Company agree as follows:

Certain capitalized terms used in this Agreement are defined in Section 3 hereof.

1. ISSUANCE OF PREFERRED STOCK; CLOSINGS; USE OF PROCEEDS.

1.1. Issuance of Series D Preferred Stock.

Subject to the terms and conditions of this Agreement:

(a) IEDC agrees to disburse to the Company the Award amount of up to Eight Hundred Thousand Dollars (\$800,000) (the "Purchase Price") as and when more particularly described in Sections 1.2 and 1.3 hereof.

(b) In exchange for each disbursement of the applicable portion of the Purchase Price, the Company agrees to issue to Indiana 21st Century Fund, L.P., a Delaware limited partnership and an affiliate of IEDC ("21 Fund"), for and on behalf of IEDC as its designee, an original certificate representing the shares of Series D Preferred Stock (the "Shares") of the Company against payment of the applicable portion of the Purchase Price in accordance with Schedule I of the Purchase Agreement.

1.2. Initial Closing.

Subject to the terms and conditions of this Agreement and otherwise in accordance with Sections 1.1(b) and 1.2 of the Purchase Agreement, the initial closing of the transactions contemplated hereby (the "Initial Closing") will occur as follows:

(a) The Company will execute and deliver this Agreement to IEDC;

(b) IEDC will deliver the Tranche 1 (as defined in the Purchase Agreement) amount of \$400,000 of the Purchase Price to the Company, by wire or ACH transfer of immediately available funds to an account of the Company to be designated to IEDC prior to the Initial Closing, as soon as reasonably practicable following the execution of this Agreement by IEDC, the Director of the Indiana State Budget Agency and 21 Fund; and

(c) The Company will deliver to 21 Fund an original certificate representing the Shares being purchased at the Initial Closing (other than the shares to be held in escrow pursuant to the terms of the Purchase Agreement).

1.3. Subsequent Closing.

Subject to the terms and conditions of this Agreement and otherwise in accordance with Sections 1.1(c) and 1.2 of the Purchase Agreement, as well as the fulfillment of the conditions set forth in Section 5 of the Purchase Agreement, a subsequent closing of the transactions contemplated hereby (the "Subsequent Closing") will occur as follows:

(a) IEDC will deliver the Tranche 2 (as defined in the Purchase Agreement) amount of \$400,000 of the Purchase Price to the Company, by wire or ACH transfer of immediately available funds to an account of the Company to be designated to IEDC prior to the Subsequent Closing; and

(b) The Company will deliver to 21 Fund an original certificate representing the Shares being purchased at the Subsequent Closing plus any shares held in escrow pursuant to the Purchase Agreement if the conditions for the issuance of such shares is triggered.

1.4. Use of Proceeds.

The proceeds of the transactions contemplated hereby shall be used by the Company as provided in Section 1.3 of the Purchase Agreement.

2. COVENANTS OF THE COMPANY; INFORMATION AS TO THE COMPANY

2.1. Covenants of the Company.

The Company covenants and agrees that, for so long as 21 Fund holds any Shares which are to be issued upon payment of all or any portion of the Purchase Price by IEDC, it will:

(a) The Company shall use the Award proceeds only for the purposes described in Section 1.4.

(b) The Company shall maintain its status as an "Indiana business", as such term is defined in Indiana Code § 5-22-15-20.5(b); provided, however, in the event that the Company is subject to any sale or merger, including a sale of substantially all of its assets or the sale of the Company's Equity Securities, or any other transaction or series of related transactions wherein (i) at least fifty percent (50%) of the equity or voting control of the Company is transferred to another entity in a transaction or series of transactions that are not for purposes of raising capital for the Company, and (ii) 21 Fund has the right to participate in the proposed transfer on a pro rata basis (as among the transferee and the holders of the Company's Equity Securities) (a "Transaction"), IEDC hereby fully waives the requirements of this Section 5.1(b) and releases the Company and its successors (including, for the avoidance of doubt, that entity purchasing the assets, equity, or control of the Company pursuant to a Transaction) of all obligations to satisfy such requirements.

(c) Compliance with Laws:

(i) The Company shall comply in all material respects with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The Company's acknowledgements, certifications, representations, warranties and agreements set forth in this Agreement shall in no way limit the generality of the foregoing. The enactment of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Agreement shall be reviewed by IEDC and the Company to determine whether the provisions of this Agreement require formal modification.

(ii) The Company and its agents shall abide by all ethical requirements that apply to Persons who have a business relationship with IEDC, as set forth in Indiana Code §4-2-6 *et seq.*, Indiana Code §4-2-7 *et seq.*, the regulations promulgated thereunder, Executive Order 04-08, dated April 27, 2004, Executive Order 05-12, dated January 10, 2005, and 25 Indiana Administrative Code 6, effective January 1, 2006. If the Company, or any of its agents, are not familiar with these ethical requirements, they should refer any questions to the State Ethics Commission, or visit the State Ethics Commission website at <http://www.in.gov/ethics/>. If the Company or any of its agents violate any applicable ethical standards, IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to the Company and shall not be required to participate in the second closing. In addition, the Company may be subject to penalties under Indiana Code § 4-2-6-12.

(iii) The Company shall obtain and maintain all required material permits, licenses, and approvals, as well as comply with all applicable material health, safety, and environmental statutes, rules, or regulations for its operations as may be required by any Governmental Authority having jurisdiction or regulatory authority over the Company. Failure to do so may be deemed a material breach of this Agreement and grounds for immediate termination and denial of further rights to contract with IEDC.

(iv) The Company agrees that IEDC may confirm, at any time, that no liabilities exist to IEDC, and, if such liabilities are discovered, that IEDC may bar the Company from contracting with IEDC and the State of Indiana in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the Company is current in its payments on its liability to IEDC and has submitted proof of such payment to IEDC.

(v) As required by Indiana Code § 5-22-3-7:

(A) The Company, and its principals, certify that (1) the Company, except for de minimis and nonsystematic violations, has not violated the terms of (a) Indiana Code § 24-4.7 [Telephone Solicitation Of Consumers], (b) Indiana Code § 24-5-12 [Telephone Solicitations], or (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous 365 days, even if Indiana Code § 24-4.7 is preempted by federal law; and (2) the Company will not violate the terms of Indiana Code § 24-4.7 for the duration of this Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

(B) The Company certifies that, except for de minimis and nonsystematic violations, neither it nor any of its affiliates or principals and agents have violated in the previous 365 days, or will violate for the duration of this Agreement, the terms of Indiana Code § 24-4.7, even if Indiana Code § 24-4.7 is preempted by federal law.

(d) Conflict of Interest:

(i) As used in this section:

“Immediate Family” means the spouse and the unemancipated children of an individual.

“Interested Party,” means:

(A) The individual executing this Agreement on behalf of the Company;

(B) An individual who has an interest of one percent (1%) or more of the Company; or

(C) Any member of the Immediate Family of an individual specified under the foregoing subdivision (A) or (B).

“Commission” means the Indiana State Ethics Commission.

(ii) IEDC may cancel this Agreement without recourse by the Company if any Interested Party is an employee of IEDC as of immediately prior to the required funding date of Tranche 1 or Tranche 2 and such cancellation shall allow IEDC to be excused

from participating in Tranche 1 (if not already funded) or Tranche 2 (if not already funded), and shall have no impact on the ownership of Shares of any Interested Party becomes an employee of IEDC after the required funding date for Tranche 2.

(iii) IEDC will not exercise its right of cancellation under subpart (ii), immediately above, if the Company gives IEDC an opinion by the Commission indicating that the existence of this Agreement and the employment by IEDC of the Interested Party does not violate any statute or rule relating to ethical conduct of IEDC employees. IEDC may take action, including cancellation of this Agreement, consistent with an opinion of the Commission obtained under this section suggesting a violation of any statute or rule relating to ethical conduct.

(iv) The Company has an affirmative obligation under this Agreement to disclose to IEDC when an Interested Party is or becomes an employee of IEDC. The obligation under this section extends only to those facts that the Company knows or reasonably could know.

(e) Drug-Free Workplace Certification:

The Company hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Company will give written notice to IEDC within ten (10) days after receiving actual notice that the Company or an employee of the Company has been convicted of a criminal drug violation occurring in the Company's workplace.

False certification or violation of the certification may result in sanctions including, but not limited to, suspension of loan payments, termination of the Loan and/or debarment of loan and contract opportunities with IEDC for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Agreement is in excess of \$25,000.00, the Company hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all loans with and loans from IEDC in excess of \$25,000.00. No loan, the total amount of which exceeds \$25,000.00, shall be made or be valid unless and until this certification has been fully executed by the Company and made a part of the loan or loan agreement.

The Company certifies and agrees that it will provide a drug-free workplace by:

(i) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a

controlled substance is prohibited in the Company's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(ii) Informing its employees of (a) the dangers of drug abuse in the workplace; (b) the Company's policy of maintaining a drug-free workplace; (c) any available drug counseling, rehabilitation, and employee assistance programs; and (d) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

(iii) Notifying all employees in the statement required by subparagraph (i) above that as a condition of continued employment the employee will (a) abide by the terms of the statement; and (b) notify the Company in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction;

(iv) Notifying in writing IEDC within ten (10) calendar days after receiving notice from an employee under subdivision (iii)(b) above or otherwise receiving actual notice of such conviction. Notification must include the loan identifier number for each affected loan;

(v) Within thirty (30) days after receiving notice under subdivision (iii)(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

(vi) Making a good faith effort to continue to maintain a drug-free workplace through the implementation of subparagraphs (i) through (v) above.

(f) Pursuant to Indiana Code § 22-9-1-10, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and the Civil Rights Act of 1964, the Company shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to the employee's or applicant's hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, religion, sex, disability, national origin or ancestry. Acceptance of this Agreement also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran. Breach of one or both of these covenants may be regarded as a material breach of this Agreement.

(g) The Company shall indemnify, defend, and hold harmless IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for damages or loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees and representatives of the Company or its contractors, and from all judgments recovered therefor and

for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses to the extent caused by a material uncured breach of Company's obligations under this Agreement. IEDC shall not provide such indemnity to the Company.

(h) The Company shall promptly cure, and ratify the cure of, any defects in the creation, issuance, and delivery of this Agreement. The Company, at its expense, will execute (or cause to be executed) and deliver to IEDC and/or 21 Fund, upon reasonable request, all such other and further documents, agreements, and instruments in compliance with or accomplishment of any covenant or agreement of the Company in this Agreement, or to correct any omissions therein, or to state more fully the obligations and agreements set out therein, or to perfect, protect, or preserve any encumbrances intended to be created pursuant thereto, or to make any recordings, to file any notices, or to obtain any consents, all as may be reasonably necessary or appropriate in connection therewith.

2.2 Financial and Business Information.

For so long as 21 Fund holds any Shares which are to be issued upon payment of all or any portion of the Purchase Price by IEDC, the Company shall deliver to 21 Fund:

(a) Quarterly Statements. As soon as available, but in any event not later than 45 days after the end of each quarter, the compiled balance sheet, income statement and statement of cash-flows of the Company for such quarter and for the period from the beginning of the applicable fiscal year to the end of such quarter, setting forth in each case in comparative form the figures for the comparable periods of the previous fiscal year.

(b) Annual Statements. As soon as available, but in any event within 120 days after the end of each fiscal year, the reviewed balance sheet, income statement and statement of cash-flows of the Company for such fiscal year, setting forth in each case in comparative form the figures for the previous fiscal year.

(c) Requested Information. With reasonable promptness, such other data and information relating to the business, operations, affairs, financial condition, assets, properties or prospects of the Company as 21 Fund may from time to time reasonably request.

3. CERTAIN DEFINITIONS.

As used in this Agreement, the following terms have the following respective meanings:

"Equity Securities" means the common capital stock of the Company and any other equity securities, and securities convertible into or exchangeable for equity securities, of any class or series of the Company (including, without limitation, any and all classes and series of preferred stock), and any options, warrants or other rights to acquire any of the foregoing.

"Governmental Authority" means (a) the government of (i) the United States of America or any state or other political subdivision thereof, or (ii) any jurisdiction in which the Company conducts all or part of its business, or which asserts jurisdiction over any properties of the

Company, or (b) any entity exercising, executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, any such government.

“Material” or “material” means material in relation to the business, operations, affairs, financial condition, assets, properties or prospects of the Company.

“Person” means an individual, partnership, corporation, limited liability company, joint venture, association, trust, unincorporated organization, or a government or agency or political subdivision thereof.

“Violation” or “violation” means a material breach or material violation of, a default under, the acceleration of or the creation of any lien, pledge, security interest, claim, charge or other encumbrance of any nature whatsoever (with or without the giving of notice or the lapse of time, or both) pursuant to, any provision of any agreement, lease, license, contract, note, mortgage, indenture, arrangement or other obligation to which the Company is a party or by which any of its assets or properties is bound, or any law, rule, ordinance or regulation or any judgment, decree, order, award or governmental or non-governmental permit to which the Company is subject.

4. MISCELLANEOUS.

4.1. Further Assurances.

Each party hereto respectively will use all reasonable efforts to take, or cause to be taken, all actions and do, or cause to be done, all other things necessary, proper or appropriate under applicable laws, regulations and contracts to consummate and thereafter make effective the transactions contemplated by this Agreement.

4.2. Intentionally Blank.

4.3. Modification, Amendment or Termination.

The parties hereto may modify, amend or terminate this Agreement at any time, only by written agreement duly executed and delivered by each party hereto.

4.4. Severability.

If any term or other provision of this Agreement, or any portion thereof, is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms and provisions of this Agreement, or remaining portion thereof, shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any such term or other provision, or any portion thereof, is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the

original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are consummated to the fullest extent possible.

4.5. Notices.

All notices and correspondence pursuant to this Agreement shall be delivered to the parties hereto as follows:

If to the Company: CloudOne Corporation
Attn: [REDACTED]
9247 North Meridian Street, Suite 222
Carmel, IN 46260

If to IEDC: Indiana Economic Development Corporation
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, Indiana 46204

With a copy to: Indiana 21st Century Fund, L.P.
c/o Elevate Advisors, LLC
Attn: Chief Investment Officer
50 East 91st Street, Suite 213
Indianapolis, Indiana 46240

4.6. Governing Law; Jurisdiction.

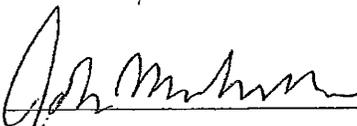
This Agreement and all other matters relating to the transactions covered herein shall be governed by and construed in accordance with the laws of the State of Indiana, without regard to the conflicts of laws principles thereof, and any suit related to this Agreement or other matters related to the transactions covered herein must be brought in Indiana and the Company consents to personal jurisdiction in the State of Indiana.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK;
SIGNATURES APPEAR ON FOLLOWING PAGE]*

IN WITNESS WHEREOF, the parties to this Award Agreement, having read and understood the foregoing terms of hereof, hereby do, by their respective authorized representatives, agree to the terms hereof.

"COMPANY"

CLOUDONE CORPORATION

By:  _____

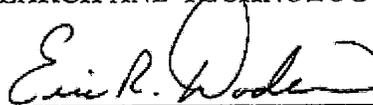
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INDIANA ECONOMIC DEVELOPMENT CORPORATION

INDIANA TWENTY-FIRST CENTURY RESEARCH AND TECHNOLOGY FUND

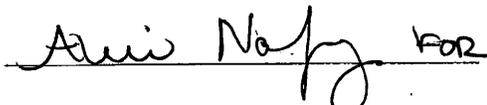
By:  _____ 

Printed: Eric R. Doden

Title: President

APPROVED:

STATE BUDGET AGENCY

By:  _____

Printed: Brian E. Bailey

Title: Director

ACKNOWLEDGED BY:

INDIANA 21ST CENTURY FUND, L.P.

By: Elevate Advisors, LLC, its General Partner

By: Elevate Ventures, Inc., its Sole Member

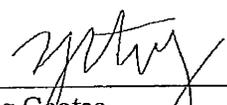
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Ting Goozee
Chief Investment Officer

EXHIBIT A

Series D Preferred Stock Purchase Agreement

REDACTED

SIGNATURE PAGE TO SERIES D PREFERRED STOCK PURCHASE AGREEMENT

REDACTED

SIGNATURE PAGE TO SERIES D PREFERRED STOCK PURCHASE AGREEMENT

SCHEDULE I

REDACTED

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