



MASTER SERVICES AGREEMENT

This Master Service Agreement (“**Agreement**”) is made at time of account creation, by and between the user of services (“**Company**”) and Tiggee LLC dba DNS Made Easy, dba Constellix, with its principal place of business at 11490 Commerce Park Drive; Suite 140; Reston VA 20191 (“**Vendor**”). Company and Vendor are referred to herein collectively as the “**Parties**,” and each as a “**Party**.”

It is agreed that the following terms and conditions shall govern with respect to the software services and related other services and documentation to be provided to Company by Vendor in accordance with the Service Order (as defined below).

1. **Definitions.** The following definitions apply:

“**Acceptance Criteria**” means, as to any Software Services, Professional Services, and/or Work Product, compliance with (a) the specifications in this Agreement, the applicable Exhibit and/or Service Order, and (b) Company’s reasonable business requirements, including compatibility with Company systems.

“**Affiliate**” means, with respect to a Party, any present or future entity that directly or indirectly through one or more intermediaries, controls or is controlled by or is under common control with that Party.

“**Applicable Laws**” means any and all applicable laws, regulations, rules, ordinances, guidelines or judicial or administrative orders now in effect or hereinafter enacted or adopted, as amended from time to time, in any jurisdiction.

“**Authorized Users**” means the Company personnel who are authorized to use the Software Services and Documentation and have been supplied user identifications and passwords by Company (or by Vendor at Company’s request).

“**Company Data**” means any or all of the following, and all copies thereof, regardless of the form or media in which such items are held: content, data and/or information provided or submitted by or on behalf of Company or any Company Affiliate to the Software Services and/or Vendor or its Affiliates, and any related output generated by or produced as a result of the use of the Software Services.

“**Documentation**” means (a) the user and technical documentation relating to the installation, configuration, use and functionality of the Software Services, and (b) any written requirements of Company agreed by the Parties.

“**Exhibits**” means collectively, Exhibit A, Exhibit B, Exhibit C, and Exhibit D attached hereto.

“**Products**” means any and all Services, Documentation, and Work Product.

“**Professional Services**” means consulting, installation, implementation, configuration, Work Product development, and/or training services provided by Vendor under this Agreement, which must be documented in a Task Order. For the avoidance of doubt, all Professional Services unrelated to the Software Services provided under this Agreement shall be governed by a separate, stand-alone agreement executed by the Parties.

“**Services**” means the Software Services, Professional Services, and the Termination Assistance

Services.

“**Service Order**” means Exhibit A.

“**SLAs**” means the service level standards and requirements specified in Exhibit B.

“**Software Services**” means the software products provided on a hosted or software-as-a-service basis identified and as described in the Service Order, all Updates thereto, all Vendor Reserved IP, and the Support Services.

“**Support Services**” means the maintenance and support services described in Exhibit B.

“**Term**” has the meaning set forth in Section 8(a) (Term).

“**Termination Assistance Services**” means the services described in subsection (ii) of Section 8(d) (Termination Assistance).

“**Updates**” means any and all modifications, additions, or updates to the software products provided on a hosted or software-as-a-service basis and identified in the Service Order, including without limitation those to correct bugs, deficiencies, or errors; to conform to regulatory or industry requirements; to perform required maintenance; or to incorporate product upgrades to improve operability, including any new version.

“**Vendor Reserved IP**” means the intellectual property right(s), if any, in all or any portion of the Work Product that is/are specifically reserved in the applicable Task Order as owned by Vendor.

“**Work Product**” means all deliverables provided by Vendor to Company. Work Product includes all associated worldwide intellectual property rights therein under patent, copyright, trade secret, trademark, confidential or proprietary information, moral, or other property rights. Work Product excludes Vendor Reserved IP.

2. Software Services. Vendor hereby grants Company and its Affiliates a non-exclusive, transferable, royalty-free, world-wide right and license to access and use the Software Services and Documentation during the Term. Except as otherwise provided in this Agreement or authorized by Vendor, Company will not: (a) modify, copy, or make derivative works based on the Software Services or Documentation; (b) decompile, disassemble, reverse-engineer or otherwise attempt to discover any source code or underlying algorithms in the Software Services; (c) rent, lease, sell or otherwise transfer or distribute copies of the Software Services or Documentation; (d) permit use of the Software Services by anyone other than Company and its Affiliates and authorized personnel; or (e) remove Vendor’s (and as applicable its licensors’) copyright, trademark, trade name, and other proprietary rights notices from the Software Services and Documentation. Vendor will provide access to the Software Services and Documentation immediately upon execution of this Agreement, including any required user identifications and passwords. Vendor acknowledges and agrees that subcontractors of Company and/or its Affiliates are permitted to use the Software Services and Documentation on behalf of Company and/or its Affiliate pursuant to the terms of this Agreement.

3. Professional Services. There are no Professional Services provided by Vendor to Company.

4. Service Levels. Vendor will provide the Software Services in accordance with the cs. Credits for failure to comply with the SLAs shall be as set forth in Exhibit B.

5. Updates. Vendor shall provide Updates as set forth in Exhibit B at no additional charge to Company. Vendor will provide Company with notice prior to implementing any Update or any other modification, upgrade, change, and/or adjustment. Vendor shall not make any Update or any other modification, upgrade, change, and/or adjustment that decreases the features and/or functions of the Software Services.

6. Support Services. (As part of the Software Services,) Vendor will provide Support Services to Company, its Affiliates, and Authorized Users as set forth in Exhibit B.

7. Security Requirements; Privacy and Data Protection. Vendor will at all times comply with requirements set forth in Exhibits C (“Security Requirements”) and D (“Privacy and Data Protection”).

8. Term; Termination.

a. Term. This Agreement commences on the Effective Date and continues for one (1) year from the Effective Date (“Initial Term”), unless earlier terminated in accordance with the terms of this Agreement. The Parties may mutually agree in writing to renew this Agreement for subsequent one-year renewal terms (each agreed-upon renewal term, a “Renewal Term”). “Term” means the Initial Term together with all Renewal Term(s).

b. Termination. Company may terminate this Agreement or any Service Order for convenience at any time on thirty (30) days’ written notice to Vendor. Either Party may terminate this Agreement or any Service Order upon written notice if the other Party materially breaches this Agreement and fails to correct the breach (as reasonably determined by the non-breaching Party) within ten (10) days following written notice specifying the breach. Either Party may terminate this Agreement immediately upon written notice if the other Party files a petition for bankruptcy or reorganization, or such petition is filed against it, or if it becomes insolvent or makes an assignment for the benefit of creditors.

c. Effect of Termination. In the event that this Agreement or any Service Order is terminated before the end of the Term:

i. If payment has been made in excess of Services completed or provided, including but not limited to any advance deposits paid by Company to Vendor, then Vendor will, within thirty (30) days of termination, refund to Company any amounts not earned through the date of termination; or

ii. if Services have been rendered without payment and termination occurs for reasons other than Vendor’s breach, then Company will, in accordance with Section 9 (Rate of Payment for Services), pay Vendor for all Services completed through the date of termination.

iii. Vendor's personnel shall, immediately upon the effective date of termination, turn over to Company all materials developed pursuant to this Agreement, including, but not limited to, working papers, narrative description, reports, data, etc.

iv. Vendor shall immediately refund to Company in the form of a check any unpaid service credits owed pursuant to Exhibit B.

v. Upon Company’s request, Vendor shall promptly destroy all Company Data in Vendor’s possession.

d. Termination Assistance. After termination of this Agreement or any portion of the Software Services by either Party for any reason, upon Company's request and for ninety (90) days after such termination (or such longer period as may be agreed to in writing by the Parties): (i) Company may, at no additional charge, access the Software Services for the purposes of extracting any Company Data from the Software; and (ii) Vendor will assist Company and its third party service providers, if applicable, in transferring any Company Data to Company or such other service provider, together with any other reasonably requested services. The Termination Assistance Services will be set forth in a Task Order. If the termination is for Vendor's uncured breach, all Termination Assistance Services shall be provided by Vendor free of charge; in all other cases, Company shall pay those hourly rates of Vendor set forth in the Service Order.

9. Rate of Payment for Services. Company agrees to pay Vendor for Services at the rates and in accordance with the payment schedule contained in the Service Order ("**Payment Schedule**").

10. Invoicing. Vendor shall invoice Company in accordance with the Payment Schedule. Each invoice will reflect charges for the period being billed. Terms of payment are net sixty (60) days. Invoices covering a calendar month will be submitted to the individual named in the Payment Schedule.

11. Subcontracting. Upon the prior written consent of Company, Vendor may use the services of subcontractors in the performance of Services, provided that (a) Vendor shall ensure each subcontractor, including any subcontractor of a Vendor subcontractor (each a "Subcontractor"), complies with all relevant terms of this Agreement applicable to Vendor, including but not limited to all provisions relating to Company Data, confidentiality, security, and disaster recovery, (b) Vendor enters into a written agreement with any Subcontractor that requires the Subcontractor to abide by and be subject to such provisions, and (c) Vendor will remain liable for (i) any and all performance required hereunder, and (ii) the acts and omissions of each Subcontractor to the same extent as if such acts or omissions were by Vendor. Subcontractor may not be located or perform Services outside of the United States of America without Company's express prior written consent.

12. Representations and Warranties.

- a. Vendor Representations and Warranties.** Vendor represents and warrants that:
- i. Vendor has the right to enter into this Agreement and to provide the Products described herein and in the Task Order(s);
 - ii. Vendor shall comply with all Applicable Laws in the provision of Products pursuant to this Agreement;
 - iii. the Software Services will comply with the SLAs;
 - iv. the Services and the Work Product will comply with all Documentation, Acceptance Criteria, and requirements of this Agreement ("**Services Warranty**");
 - v. the Services and Work Product will not contain any virus, trap door, worm or any other device that is injurious or damaging to any hardware or software or systems;
 - vi. the Services will be performed in a professional and workmanlike manner;
 - vii. Vendor owns or has acquired rights to all proprietary interests necessary to provide the Products, and convey the intellectual property rights, licenses, and access rights set forth in this Agreement, and will provide the Products to Company free of all liens, claims, encumbrances, and other restrictions (except any restrictions specifically set forth herein);
 - viii. there are no threatened, pending, or actual suits, actions, proceedings or causes

alleging that Vendor or its Affiliates or subcontractors has infringed any third party's intellectual property or proprietary rights;

b. **Vendor's Failure to Meet the Services Warranty.** In addition to any other remedies available to Company, Vendor, at its sole and exclusive expense, will cure any failure to meet the Services Warranty without undue delay, and if Vendor fails to cure such failure to Company's satisfaction within a reasonable time, then Company may, in addition to any other remedies available to Company, terminate the Agreement and/or applicable Task Order, and Vendor shall refund to Company any pre paid, unused fees for the Software Services, as well as any other fees paid for the Services.

13. Indemnity.

a. **Vendor's Indemnification Obligations.** Vendor agrees to hold harmless, indemnify, and defend Company, its subsidiaries, and Affiliates, and each of their respective officers, directors, employees, agents and/or representatives (collectively "**Company Indemnitees**") against any and all actions, damages, liabilities, costs and/or expenses including reasonable attorneys' fees (collectively "**Damages**") arising out of (i) death, bodily injury and/or property damage caused by Vendor's and/or Vendor's personnel's act(s) and/or omissions; (ii) a breach of the representations and warranties made or of any other of Vendor's obligations under this Agreement; (iii) any claim related to the placement of any of Vendor's personnel with Company to perform the Services described herein and any accompanying Task Order; and (iv) any claim that the Products infringe the patent, copyright, trademark rights and/or any other intellectual property rights of any third party.

b. **Vendor's Mitigation.** In the event of a third party allegation that the Products infringe or otherwise violate such third party's intellectual property right(s), Vendor, at its option and sole expense, in addition to fulfilling the indemnification obligation set forth above, will (i) modify the infringing portion of the Products so as to make it non-infringing and non-violating, while maintaining equivalent functionality that is reasonably satisfactory to Company; (ii) replace the infringing portion of the Products with a non-infringing and non-violating solution of equivalent functionality reasonably satisfactory to Company; (iii) obtain the right for Company to continue using the infringing or violating portion of Products; or (iv) if Vendor cannot provide Company with option (i), (ii), or (iii) above within a reasonable timeframe, refund to Company any fees that Company has pre-paid for the Software Services and any other fees that Company has paid for the Services.

c. **Indemnification Procedures.** After receipt of any written claim or notice of any action giving rise to a claim for indemnification, Company shall provide the Vendor notice of the claim or action (provided that failure to so notify the Vendor will not relieve the Vendor of its indemnification obligations, except to the extent that the failure is prejudicial). Company shall, at Vendor's expense, provide reasonable cooperation and assistance in the defense or settlement of the claim, and Vendor shall have control over the defense and settlement of the same (provided that Company shall be entitled to participate in the defense and settlement of the claim and to employ counsel at its own expense to assist in the handling of the claim, and provided further that Company does not invoke its right to defend pursuant to Section 13(d) (Company's Right to Defend)). Vendor will not agree to any settlement or compromise affecting the financial or legal obligation of Company without the Company's prior written consent.

d. **Company's Right to Defend.** If Company reasonably determines that Vendor has failed to diligently assume and maintain a prompt and vigorous defense of any claim, Company may, at its own expense, option, and discretion, assume sole control of the defense of any claim and all related settlement negotiations with counsel of its own choosing and without waiving any other rights to indemnification. If



Company provides evidence to support its right to defend pursuant to this Section 13(d) (Company's Right to Defend), Vendor will pay all costs and expenses (including reasonable attorneys' fees) incurred by Company in the defense.

14. Limitation of Liability.

a. **LIMITATIONS.** IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, EXEMPLARY, SPECIAL, OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING ANY LOSS OF INCOME OR PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF, OR HAD REASON TO KNOW OF, THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE, MAXIMUM LIABILITY FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE AMOUNT OF THE FEES PAID TO VENDOR BY COMPANY IN THE TWELVE (12) MONTHS PRIOR TO THE EVENT(S) GIVING RISE TO SUCH LIABILITY.

b. **EXCEPTIONS.** THE LIMITATIONS IN SECTION 14(a) (LIMITATIONS) DO NOT APPLY TO AND SHALL NOT LIMIT ANY LIABILITY WITH RESPECT TO: (i) VENDOR'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT; (ii) A PARTY'S BREACH OF ITS OBLIGATIONS OF CONFIDENTIALITY IN THIS AGREEMENT; (iii) VENDOR'S SECURITY OBLIGATIONS OR BREACH THEREOF OR VIOLATION OF APPLICABLE LAWS; (iv) A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; OR (v) A PARTY'S VIOLATION OF THE INTELLECTUAL PROPERTY RIGHTS OF THE OTHER PARTY.

15. Rights and Title.

a. **Vendor's Proprietary Rights.** Vendor and its licensors is and will be the sole and exclusive owners of all right, title, and interest in and to the Software Services and Documentation. In addition to any other rights granted herein, Vendor grants Company and its Affiliates a non-exclusive, irrevocable, perpetual, worldwide, transferable, fully paid and royalty-free license to the Vendor Reserved IP, with rights to sublicense, reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights, solely as necessary for Company to exercise Company's rights with respect to any Work Product.

b. **Work Product.** Company is and will be the sole and exclusive owner of all right, title, and interest in and to all Work Product, as well as all inventions, improvements, and discoveries conceived or made in the performance of Professional Services under this Agreement. Regardless of whether Work Product qualifies as a "work made for hire," Vendor hereby irrevocably assigns to Company all right, title, and interest in and to all Work Product, including all copyrights, patents, trademarks, trade secrets, trade names, and other intellectual property rights (collectively, "**Intellectual Property Rights**") therein. If Vendor has any Intellectual Property Rights that cannot be assigned to Company by Vendor, Vendor unconditionally and irrevocably grants to Company an exclusive, even as to Vendor, irrevocable, perpetual, worldwide, transferable, fully paid and royalty-free license to the Intellectual Property Rights, with rights to sublicense, reproduce, make derivative works of, distribute, publicly perform and publicly display in any form or medium, whether now known or later developed, make, use, sell, import, offer for sale and exercise any and all such rights. If Vendor has any rights to the Intellectual Property Rights that cannot be assigned or licensed to Company, Vendor unconditionally and irrevocably waives the enforcement of such rights, and all claims and causes of action of any kind against Company or related to

Company's customers, licensees, members, and/or Affiliates, with respect to such rights, and agrees, at Company's request and expense, to consent to and join in any action to enforce such rights. In addition, Vendor hereby irrevocably waives (and will cause all others contributing to any Work Product to irrevocably waive) all moral rights with respect to all Work Product, including rights regarding identification of authorship, approval, and limitation of use or subsequent modification. Vendor may access and use the Work Product solely as necessary to provide the Services to Company and its Affiliates pursuant to the terms of this Agreement. Vendor Reserved IP associated with the Work Product, if any, shall be set forth in the applicable Task Order.

c. Company Data. Notwithstanding the foregoing Section 15(a) (Vendor's Proprietary Rights), Vendor acknowledges that Company is and will be the sole and exclusive owner of all right, title, and interest in and to all Company Data, and that the Company Data is the Confidential Information of Company. Vendor may access, use or disclose the Company Data solely as necessary to provide the Services to Company and its Affiliates pursuant to the terms of this Agreement. For the avoidance of doubt, Vendor shall not use any Company Data for aggregation and/or benchmarking purposes. Vendor is prohibited to use, retain or disclose the Company Data for any purpose other than for performing the Services for Company or complying with applicable laws, rules and regulations. Vendor certifies that it understands these limitations and other restrictions contained in this section and will comply with them.

d. No Implied Rights. Except as expressly provided in this Agreement, the execution or performance of this Agreement does not provide either party with any interest in, or right or license to use, any Intellectual Property Rights, logo, brand features, color combination, insignia, or device owned or used by the other party.

16. Equal Opportunity. Vendor shall not discriminate against any employee, applicant for employment, agent or subcontractors, or in the selection thereof, because of race, religion, color, national origin, marital status, sex, disability, sexual orientation or age. Vendor shall take such actions as are reasonably necessary to ensure that employees, applicants for employment, agents or subcontractors, are treated without regard to their race, religion, color, national origin, marital status, sex, sexual orientation or age. As used herein, the term "treated" shall mean and include, without limitation, the following: recruited, whether by advertising or other means; compensated, whether in the form of rates of pay or other forms of compensation; selected for training, including apprenticeship; promoted; upgraded; demoted; downgraded; transferred; laid off; and terminated.

17. Confidentiality. Vendor shall not and shall ensure that its employees and agents shall not disclose, duplicate, copy or use for any purpose other than the performance of this Agreement, and shall treat as confidential and as proprietary to Company, all Company Data, all Work Product, and all other information which relates to Company research, development, trade secrets or business affairs ("**Confidential Information**"), provided that the obligation to treat as proprietary and confidential shall not apply information which (1) shall be publicly available through no fault of Vendor, (2) shall be in Vendor's possession on the Effective Date of this Agreement, if it shall not have been obtained from Company, (3) shall be developed by Vendor outside the scope of any agreement with Company and without reference to or use of Company's Confidential Information or (4) shall be obtained lawfully by third parties without a duty of confidentiality. Vendor shall be and remain liable for any disclosure made by Vendor, its employees or agents to any third party ("**Third Party Recipient**"), and for such Third Party Recipient's acts and omissions with respect to the Confidential Information.

Vendor agrees that Company may require that the personnel supplied by Vendor to perform services under

this Agreement, execute a confidentiality agreement binding its personnel to keep confidential and not use for any purpose the confidential and proprietary information, including trade secrets, Company Data, Company research and development, and business affairs information that Vendor's personnel come into contact with or to which they might have access in the course of performance of services under this Agreement.

Upon termination of this Agreement, or earlier if requested by Company, Vendor will promptly return (via secure method and upon such media as may be reasonably requested by Company) or destroy (via destruction or deletion, with such destroyed or deletion certified in writing to Company if requested), as requested by Company, all physical and electronic materials in the Vendor's possession or control containing the Company's Confidential Information.

18. Independent Contractor.

(a) Vendor, in performance of its obligations under this Agreement, is acting as an independent contractor, and the personnel supplied to Company are engaged solely by Vendor and not by Company. Vendor's personnel are not employees or agents of Company, and neither Vendor nor its employees or agents shall be subject to the direction, control or supervision of Company with respect to that time spent or procedures followed in the performance of the Services hereunder, and has no right or power, express or implied to do any act or thing that would bind Company.

(b) Vendor acknowledges that Vendor is providing Services under this Agreement as an independent contractor and as such warrants that any individuals supplied by Vendor to provide Services will not be eligible for any Company employee benefits including, but not limited to, medical coverage, life and disability insurance, retirement benefits or stock purchase program, nor be eligible for any fringe benefits nor be entitled to any rights that would otherwise accord to Company's employees under the law, and Vendor will defend and indemnify Company from any claims made in connection therewith.

(c) Vendor shall provide for all necessary liability insurance for the period of service hereunder for damages caused (or contributed to) by Vendor, provide all medical coverage for its personnel, collect, pay and be responsible for all payroll taxes, including, but not limited to being solely and directly responsible for all costs of self-employment, including federal, state and local income tax payments for Vendor and any employees Vendor deems necessary. Vendor also shall be directly responsible for all returns and reports required by any governmental body, including charges or premiums for F.I.C.A., workers compensation insurance, unemployment insurance and other taxes (including penalties and interest).

(d) Vendor warrants that any personnel Vendor supplies to Company in connection with performing its obligations under this Agreement are employees of Vendor and not of Company, and that Vendor is fully responsible for and will pay any and all payments, including, but not limited to any and all taxes, withholdings and insurance premiums required by law, regulation or employment agreement, in connection with such personnel; and that upon request, Vendor shall provide proof, to Company's satisfaction, of such personnel's employment status, and of Vendor's fulfillment of its obligations regarding such payments. Vendor agrees to defend and indemnify Company in connection with any and all claims against Company including but not limited to, any claims regarding or relating to any claim of employment and/or the status and/or relationship of such personnel to Company.

19. Governing Law. This Agreement has been made in and shall be construed and enforced in accordance with the laws of the State of New York applicable to agreements executed and wholly to be performed therein. Any action to enforce this Agreement shall be brought in the federal or state courts

located in the City of New York.

20. Company Site Requirements. Vendor's personnel will be instructed to comply with Company security regulations particular to each location owned or operated by Company. Vendor's personnel, when deemed appropriate by Company, will be issued a visitor identification card. Such cards will be surrendered by Vendor's personnel upon demand by Company.

21. Supremacy of this Agreement; Order of Precedence. The provisions, terms and conditions of this Agreement, including the Exhibits and any Service Order(s) hereto, represent the entire Agreement and supersede and cancel any prior written agreement or understanding not incorporated herein relating to the subject matter hereof. In the event that inconsistencies exist between this Agreement and any prior written agreements or understandings, the terms of this Agreement shall prevail. The terms of this Agreement are intended to be read together to complement one another, however in the event that inconsistencies exist between the Software Services Agreement (defined as the Agreement excluding the Exhibits and all Service Orders), the Exhibits, and the Service Order(s), the order of precedence is: (a) Exhibit D, (b) this Software Services Agreement, (c) the other Exhibits, (d) the Service Order(s). This Agreement may not be amended except by a writing executed by the Parties which specifically references this Agreement. This Agreement (including Service Orders) may be executed in counterparts (including by facsimile, PDF or electronic signature), which when taken together will constitute one original instrument.

22. Right of Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned by either Party hereto without the consent of the other; provided, however, that each Party shall have the right to assign this Agreement without the other Party's consent in connection with the purchase or sale of its business. This Agreement shall inure to the benefit of and be binding upon the Parties and their representative successors and assigns. Nothing shall prevent the use by or for sublicense to, or assignment, in whole or in part, of this Agreement to Company's parent company or to subsidiaries of either thereof.

23. Further Assurance. The Parties agree to perform all acts and execute all supplementary instruments or documents which may be necessary or desirable to carry out the provisions of this Agreement.

24. No Waiver. The failure of either Party to insist upon the performance of any terms or conditions of this Agreement or to exercise any rights or privilege conferred in this Agreement or the waiver of enforcing penalties resulting from any breach of any of the terms or conditions of this Agreement, shall not be construed as waiving any such terms, conditions, rights or privileges, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

25. Insurance.

During the Term and for two (2) years thereafter, Vendor shall purchase and maintain insurance of a form and with companies with an A.M. Best Rating of at least A- VII and who are authorized to do business in any state where Services are to be provided. All policy forms must provide coverage at least as broad as the current form promulgated by the Insurance Services Office ("ISO"). If no such form is available, the policy is subject to approval by Company. In the event of a breach of the insurance procurement obligations by Vendor, it must pay for Company's attorney's fees, expenses and liability as a result of any claim or lawsuit. Vendor shall provide and maintain in effect the following types and minimum amounts of insurance:

a. Worker's Compensation Insurance, including Employer's Liability Insurance in the limit of not less than \$100,000 per person per accident, in compliance with all state statutory requirements, with a minimum of \$50,000 for any states or other locations requiring less than \$50,000.

b. Commercial General Liability Insurance ("CGL"), including contractual liability, insuring the indemnity agreement set forth in this Agreement, written on an occurrence basis with limits of \$1,000,000 per occurrence and \$5,000,000 aggregate utilizing standard unmodified coverage forms, applicable to the services contemplated under this Agreement. Company shall receive additional insured status under the CGL policy and this policy must also provide for a waiver of subrogation of the carrier's rights in favor of Company.

c. Errors & Omissions / Technology Professional Liability: Vendor shall maintain errors and omissions, or equivalent professional liability coverage, covering the Services to be performed in connection with this Agreement, including claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. The coverage shall respond on a claims made basis and shall remain in effect for a period of three (3) years after completion of all Services under this Agreement. The coverage must provide minimum limits of \$5,000,000.00 per claim with a per project aggregate of no less than \$5,000,000.00 to respond to the subject matter of this Agreement. Company shall receive additional insured status under this policy and this policy must also provide for a waiver of subrogation of the carrier's rights in favor of Company.

General conditions applying to all insurance coverage are that: 1) no policy shall contain a self-insured retention; 2) no policy shall contain a deductible in excess of \$25,000; 3) satisfaction of any/all deductibles shall be the sole responsibility of Vendor; and 4) for any claims related to this Agreement Vendor's insurance coverage shall be primary insurance coverage.

It is the responsibility of Vendor to secure evidence of the same coverage from any engaged sub contractors or to ensure that Vendor's policies cover such sub-contractors. Shortly after the full execution of the Agreement, Vendor will furnish certificates of insurance to Company's Risk Management Department as evidence of the above policies. Vendor will endeavor to provide for thirty (30) days written notice prior to cancellation, non-renewal or material modification in any policy to Company.

26. Vendor Equipment. Vendor shall bear the full and complete responsibility for risk of damage or loss of equipment, products, or money due to its negligence. Company shall not be liable for any equipment, materials, supplies, temporary structures, or other property owned or rented by Vendor (or its Subcontractors). Vendor and its Subcontractors assume such risks of property damage or loss, and waive all rights of recovery they may have against Company for damage to such items, and any policy of insurance covering the Vendor's or its Subcontractors' own tools, equipment, facilities, and other property against loss by physical damage or theft.

27. Taxes. The amounts payable for Services under this Agreement do not include any amounts for sales, use or other similar taxes. (If any such taxes on this Agreement are found at any time to be required, they will be added to the amounts payable pursuant to the Agreement).

28. Force Majeure. Neither party shall be liable for any delay in the performance or non performance of its obligations if such delay or non-performance is due to causes beyond such party's reasonable control, including but not limited to, fire, explosion, accidents, strikes, breakdown of plant, epidemic, cyclone, floor or power failure, civil disorder, acts of government, acts of public enemies, acts of terrorism, war, revolution, civil commotion, blockage or embargo, business interruption, business emergency, any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision authority or representative of any such government or any other force majeure event ("**Force Majeure**"). In the event a Force Majeure is affecting any Party, Company shall have the right to terminate this Agreement and/or any accompanying Service Order(s) (without penalty) by providing written notice to that effect and Company shall be released from its obligations under the Agreement and shall not be obligated to make any further payments under this Agreement as of the termination date.

29. No Use of Company's Name. Vendor agrees not to use Company's name in its publicity, advertising, mailings or any promotional activity and agrees not to indicate that its relationship with Company is an endorsement of Vendor's personnel, services or equipment, without prior written approval of Company.

30. Third Party Products. No third-party software, hardware, firmware, or other products (collectively, "**Other Products**"), including open source libraries, will be included in the Services or Work Product unless otherwise set forth in the applicable Task Order. Vendor will obtain any permissions, consents, permits, security clearances, rights of access or approvals required to give Company and its Affiliates and subcontractors the right or license to access, use, execute, reproduce, display, perform, distribute, or modify (including create derivative works) any such Other Products.

31. Notices. All notices and other communications required or permitted under this Agreement will be in writing and will be effective: (i) when electronically delivered; (ii) the next business day following deposit with a reputable courier service for overnight delivery. All notices will be addressed as follows:

If Company: Contact information associated with account upon registration.

If Vendor: ATTN: General Counsel
Tiggee LLC
11490 Commerce Park Drive
Suite 140
Reston, VA 20291
legal@tiggee.com

32. Survival. The following provisions shall survive expiration or termination of the Agreement: 1 (Definitions), 8(a) (Term), 8(c) (Effect of Termination), 8(d) (Termination Assistance), 11 (Subcontracting), 13 (Indemnity), 14 (Limitation of Liability), 15 (Rights and Title), 17 (Confidentiality), 18 (Independent Contractor), 19 (Governing Law), 21 (Supremacy of Agreement; Order of Precedence), 22 (Right of Assignment), 24 (No Waiver), 25 (Errors & Omissions insurance), 26 (Vendor Equipment), 29 (No Use of Company's Name), 30 (Third Party Products), 31 (Notices), and 32 (Survival).



EXHIBIT A

SERVICE ORDER

Estimate

Software: *IP Anycast DNS services; internet traffic performance measurements, site monitoring, security monitoring, real time traffic monitoring services.*

Number of Users: *Based on the requirements and use cases of Company.*

Fees (fees are inclusive of all Software Services): *Based on the requirements and use cases of Company.*

Payment Schedule: *Based on "10" from above agreement. 60 days from Company's receipt of an invoice.*

Invoicing: Please contact Company's business contact for details.

Hourly Rates (applicable only to Termination Assistance Services agreed to in a Task Order):
Hourly Rates are N / A.

Service Order Term: The Initial Term set forth in the Agreement.

EXHIBIT B.1
SERVICE LEVEL AGREEMENT (ENTERPRISE)

If Vendor provides “Enterprise SLA” in service order or contract for Company the following Service Level Agreement applies.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Agreement. Compliance with this Service Level Agreement is not an alternative to performance of the obligations set forth in the Agreement.

1. Definitions. The following definitions apply:

“**Available**” or “**Availability**” – means the ability to access and use the Software Services to the full extent to which Company is entitled under this Agreement without defect or error.

“**Excused Downtime**” – means where the Software Services are not Available due to Scheduled Maintenance.

“**Noncompliant**” or “**Noncompliance**” as such term is used herein, shall mean the occurrence of any one or more of the following with respect to any single reported problem: (a) Vendor’s Response Time with respect to a reported problem exceeds the Response Time set forth in the table contained in Section 4 (a) below (Response and Resolution Requirements); (b) Vendor fails to assign the appropriate support personnel to address the reported problem and/or fails to provide Company with an action plan detailing the process by which Vendor will approach resolution of the reported problem; or (c) Vendor fails to Resolve and/or Restore the reported problem to Company’s reasonable satisfaction within the agreed upon time period.

“**Resolve**” – means that the Software Services are made Available with a permanent solution. This may occur simultaneously with Restore, unless the Restore is by means of a workaround suitable only for temporary use and Company determines that a more suitable permanent solution can be provided.

“**Response Time**” – means the time from which Company or any Authorized User places the call or email until Vendor responds to the same.

“**Restore**” – means that the Software Services are made Available with a temporary solution.

“**Scheduled Maintenance**” – means any scheduled outages or down-time for maintenance, upgrades, enhancements or changes to the Software Services.

“**Service Interruptions**” – means that the Software Services are not Available.

1. Support.

(a) **Standard Support.** Vendor shall, at no additional cost, make available to Company, its Affiliates and Authorized Users support and training comparable to those that Vendor is offering to other customers, including live help, online self-help and/or on-site training for Authorized Users designed to assist Authorized Users with implementation and use of the Software Services.

(b) **Telephone Support Requirements.** Vendor shall make available to Company, its Affiliates and Authorized Users, qualified personnel knowledgeable in the Software Services in order to: (a) provide advice and counsel on the configuration and use of the Software Services (b) respond to Service Interruptions and

error reporting and (c) troubleshoot, 24 hours a day, 7 days a week (excluding holidays recognized by Company) at telephone numbers designated by Vendor from time to time. Company shall be required to purchase adequate support levels based on specific requirements.

2. Continuous Monitoring. Vendor agrees to continuously monitor for status events on all servers and network devices including but not limited to network availability, process status, file system capacity and backup success. Additionally, Vendor agrees to implement a monitoring solution to ensure Availability that includes datacenter monitoring, point to point monitoring and Authorized User monitoring through automated scripts running at an interval of no less than hourly. If at any time Vendor fails or anticipates that it will fail to perform its obligations in accordance with the Service Level Agreement, Vendor will advise Company as soon as possible of such failure and of the steps that Vendor will take to address such failure.

3. Availability. During the Term of the Agreement Vendor will make the Software Services Available twenty-four (24) hours a day, seven (7) days a week, at least 99.99% of the time as measured on a monthly basis, excluding Excused Downtime. Availability is measured in accordance with the following formula::

$$a = \frac{[(b - c) - d] \times 100}{b - c}$$

“a” = the actual % of the Availability in such month; “b” = the total number of hours in such month;

“c” = the total number of Excused Downtime hours in such month; and

“d” = the total number of hours of Service Interruption in such month.

| Availability Percentage | Service Credit |
|--|---------------------|
| Below 99.99% but over 99.0% | 25% of monthly fee |
| Below or equal to 99.0% but over 97.5% | 50% of monthly fee |
| Below or equal to 97.5% | 100% of monthly fee |

(a) **Notifications of Scheduled Maintenance.** Vendor will provide at least five (5) days’ notice of any Scheduled Maintenance. All emergency outages will be communicated to Company and each of its Authorized Users.

(b) **Service Level Remedies.** In the event Vendor fails to meet the required levels of Availability in any given calendar month, Company shall automatically receive a cash rebate equal to the corresponding percentage noted above (each, a “Service Credit”) to be paid within thirty (30) days. The Parties may mutually agree to apply such accrued Service Credits to a future purchase or amount owing, however, Company is under no obligation to do so. These Service Credits represent negotiated amounts on the basis of reduced performance of service levels and shall not be deemed or construed as a measure of damages. Any Service Credits shall be made without limitation of any of Company’s other rights and remedies pursuant to the Agreement. Company shall have the right to terminate the Agreement for Vendor’s material breach in the event of Service Credits for any two (2) months in a twelve (12) month period.

4. Service Interruption Response.

(a) **Response and Resolution Requirements.** Upon being informed by Company or an Authorized User of a Service Interruption not attributable to Excused Downtime, Vendor will Resolve and Restore such Service Interruption pursuant to the requirements and within the target turnaround time indicated for its priority level (as outlined in the table below) and provide periodic status reports to Company regarding the Service

Interruption. Vendor will use priority categories set forth below to provide a consistent classification of Service Interruptions, which allows for better communication with Company regarding the nature of the Service Interruption.

| Priority | Description | Response Time | Resolve/ Restore |
|-------------|---|--------------------|---|
| Critical | Highest priority. Used for Service Interruptions where the Authorized User is unable to access or use the Software Services or when significant and substantial adverse operational impact occurs preventing any useful work from being done. Vendor will work on Service Interruption continually and diligently 24 hours a day, 7 days a week until the Service Interruption is Restored in a manner satisfactory to Company. Thereafter Vendor will continue working diligently during normal business hours until the Software Services are Resolved. | 30 minutes or less | Restore: within 5 hours Resolve: within 25 days |
| Significant | Used for Service Interruptions where the Authorized User's production and use of the Software Services is severely impaired or degraded, preventing major functions from being performed. Vendor will work continually and diligently during normal business hours until the Service Interruption is Restored in a manner satisfactory to Company. Thereafter Vendor will continue working diligently during normal business hours until the Software Services are Resolved. | 30 minutes or less | Restore: within 11 hours Resolve: within 150 days |
| Other | Used for Service Interruptions where the Authorized User's production and use of a non-critical or non essential function of the Software Services is disabled or impaired. Vendor will work on Service Interruption using commercially reasonable efforts during normal business hours until the Service Interruption is Resolved in a manner satisfactory to Company. | 45 minutes or less | Resolved: time period mutually acceptable to Vendor and Company |

(b) **Remedies for Non-Compliance.** If, in any given month during the Term of the Agreement, Vendor is Noncompliant on one (1) occasion in connection with a reported problem of Critical Priority, or two (2) occasions in connection with a reported problem of Significant Priority, or three (3) or more occasions in



connection with a reported problem of Other Priority, then Vendor, after receiving notification of Noncompliance by Company, will immediately refund to Company in the form of a check, an amount equal to one hundred percent (100%) of fee paid by Company for that calendar month. In addition, Company may terminate the Agreement for Vendor's material breach if, in any given six (6) month period during the Term, Vendor is Noncompliant on four (4) or more occasions.

(c) **Updates.** Vendor will provide, at no additional cost to Company, Updates to the Software Services. Other than in exceptional circumstances (for example, in an emergency response to a security threat), Vendor Updates will occur during notified maintenance periods only.

5. Reports. Vendor will give to Company monthly electronic or other written reports and updates of: (a) its service level performance, including without limitation, its response, resolution, restoration and Availability metrics as measured against the requirements herein; and (b) any Service Credits to which Company has become entitled (and, with respect to (a) and (b), a reliable manner in which Company may audit or confirm the same). The cost of the labor to generate such reports by Vendor will be paid by Company at standard hourly support rates.

EXHIBIT B.2
SERVICE LEVEL AGREEMENT (NON-ENTERPRISE)

If Vendor does not provide “Enterprise SLA” in service order or contract for Company the following Service Level Agreement applies.

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Agreement. Compliance with this Service Level Agreement is not an alternative to performance of the obligations set forth in the Agreement.

1. Definitions. The following definitions apply:

“**Available**” or “**Availability**” – means the ability to access and use the Software Services to the full extent to which Company is entitled under this Agreement without defect or error.

“**Excused Downtime**” – means where the Software Services are not Available due to Scheduled Maintenance.

“**Noncompliant**” or “**Noncompliance**” as such term is used herein, shall mean the occurrence of any one or more of the following with respect to any single reported problem: (a) Vendor’s Response Time with respect to a reported problem exceeds the Response Time set forth in the table contained in Section 4 (a) below (Response and Resolution Requirements); (b) Vendor fails to assign the appropriate support personnel to address the reported problem and/or fails to provide Company with an action plan detailing the process by which Vendor will approach resolution of the reported problem; or (c) Vendor fails to Resolve and/or Restore the reported problem to Company’s reasonable satisfaction within the agreed upon time period.

“**Resolve**” – means that the Software Services are made Available with a permanent solution. This may occur simultaneously with Restore, unless the Restore is by means of a workaround suitable only for temporary use and Company determines that a more suitable permanent solution can be provided.

“**Response Time**” – means the time from which Company or any Authorized User places the call or email until Vendor responds to the same.

“**Restore**” – means that the Software Services are made Available with a temporary solution.

“**Scheduled Maintenance**” – means any scheduled outages or down-time for maintenance, upgrades, enhancements or changes to the Software Services.

“**Service Interruptions**” – means that the Software Services are not Available.

1. Support.

(a) **Standard Support.** Vendor shall, at no additional cost, make available to Company, its Affiliates and Authorized Users support and training comparable to those that Vendor is offering to other customers, including live help, online self-help and/or on-site training for Authorized Users designed to assist Authorized Users with implementation and use of the Software Services.

(b) **Telephone Support Requirements.** Vendor shall make available to Company, its Affiliates and Authorized Users, qualified personnel knowledgeable in the Software Services in order to: (a) provide advice and counsel on the configuration and use of the Software Services (b) respond to Service Interruptions and error reporting and (c) troubleshoot, 24 hours a day, 7 days a week (excluding holidays recognized by Company) at telephone numbers designated by Vendor from time to time. Company shall be required to

purchase adequate support levels based on specific requirements.

2. Continuous Monitoring. Vendor agrees to continuously monitor for status events on all servers and network devices including but not limited to network availability, process status, file system capacity and backup success. Additionally, Vendor agrees to implement a monitoring solution to ensure Availability that includes datacenter monitoring, point to point monitoring and Authorized User monitoring through automated scripts running at an interval of no less than hourly. If at any time Vendor fails or anticipates that it will fail to perform its obligations in accordance with the Service Level Agreement, Vendor will advise Company as soon as possible of such failure and of the steps that Vendor will take to address such failure.

3. Availability. During the Term of the Agreement Vendor will make the core Software Services Available twenty-four (24) hours a day, seven (7) days a week, at least 100% of the time as measured on a monthly basis, excluding Excused Downtime.

Unless explicitly stated on proposal or estimate from Vendor, Company default SLA policies based on:

“100% Available” means that 100% of DNS Made Easy’s DNS name servers assigned to your “hosted zone” did not fail to respond to your DNS queries during a billing cycle.

“Service Credit” is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Credit is based on 500% or 1000% (depending on membership or service level) of the services and is not “100% Available”.

Service Credit is to be applied against future Vendor service payments otherwise due from Company. Service Credits will not entitle Company to a refund or other payment from Vendor. A Service Credit will be applicable and issued only if the credit amount for the applicable billing cycle is greater than one dollar (\$1 USD). Service Credit may not be transferred or applied to any other account.

(a) **Notifications of Scheduled Maintenance.** Vendor will provide at least five (5) days’ notice of any Scheduled Maintenance. All emergency outages will be communicated to Company and each of its Authorized Users.

(b) **Service Level Remedies.** In the event Vendor fails to meet the required levels of Availability in any given calendar month, Company shall automatically receive a cash rebate equal to the corresponding percentage noted above (each, a **“Service Credit”**) to be paid within thirty (30) days. The Parties may mutually agree to apply such accrued Service Credits to a future purchase or amount owing, however, Company is under no obligation to do so. These Service Credits represent negotiated amounts on the basis of reduced performance of service levels and shall not be deemed or construed as a measure of damages. Any Service Credits shall be made without limitation of any of Company's other rights and remedies pursuant to the Agreement. Company shall have the right to terminate the Agreement for Vendor’s material breach in the event of Service Credits for any two (2) months in a twelve (12) month period.

4. Service Interruption Response.

(a) **Response and Resolution Requirements.** Upon being informed by Company or an Authorized User of a Service Interruption not attributable to Excused Downtime, Vendor will Resolve and Restore such Service Interruption pursuant to the requirements and within the target turnaround time indicated for its priority level (as outlined in the table below) and provide periodic status reports to Company regarding the Service Interruption. Vendor will use priority categories set forth below to provide a consistent classification of Service Interruptions, which allows for better communication with Company regarding the nature of the Service

Interruption.

| Priority | Description | Response Time | Resolve/ Restore |
|-------------|---|--------------------|---|
| Critical | Highest priority. Used for Service Interruptions where the Authorized User is unable to access or use the Software Services or when significant and substantial adverse operational impact occurs preventing any useful work from being done. Vendor will work on Service Interruption continually and diligently 24 hours a day, 7 days a week until the Service Interruption is Restored in a manner satisfactory to Company. Thereafter Vendor will continue working diligently during normal business hours until the Software Services are Resolved. | 30 minutes or less | Restore: within 5 hours Resolve: within 25 days |
| Significant | Used for Service Interruptions where the Authorized User's production and use of the Software Services is severely impaired or degraded, preventing major functions from being performed. Vendor will work continually and diligently during normal business hours until the Service Interruption is Restored in a manner satisfactory to Company. Thereafter Vendor will continue working diligently during normal business hours until the Software Services are Resolved. | 30 minutes or less | Restore: within 11 hours Resolve: within 150 days |
| Other | Used for Service Interruptions where the Authorized User's production and use of a non-critical or non essential function of the Software Services is disabled or impaired. Vendor will work on Service Interruption using commercially reasonable efforts during normal business hours until the Service Interruption is Resolved in a manner satisfactory to Company. | 45 minutes or less | Resolved: time period mutually acceptable to Vendor and Company |

(b) **Remedies for Non-Compliance.** If, in any given month during the Term of the Agreement, Vendor is Noncompliant on one (1) occasion in connection with a reported problem of Critical Priority, or two (2) occasions in connection with a reported problem of Significant Priority, or three (3) or more occasions in connection with a reported problem of Other Priority, then Vendor, after receiving notification of Noncompliance by Company, will immediately refund to Company in the form of a check, an amount equal to



one hundred percent (100%) of fee paid by Company for that calendar month. In addition, Company may terminate the Agreement for Vendor's material breach if, in any given six (6) month period during the Term, Vendor is Noncompliant on four (4) or more occasions.

(c) **Updates.** Vendor will provide, at no additional cost to Company, Updates to the Software Services. Other than in exceptional circumstances (for example, in an emergency response to a security threat), Vendor Updates will occur during notified maintenance periods only.

5. Reports. Vendor will give to Company monthly electronic or other written reports and updates of: (a) its service level performance, including without limitation, its response, resolution, restoration and Availability metrics as measured against the requirements herein; and (b) any Service Credits to which Company has become entitled (and, with respect to (a) and (b), a reliable manner in which Company may audit or confirm the same). The cost of the labor to generate such reports by Vendor will be paid by Company at standard hourly support rates.

EXHIBIT C SECURITY EXHIBIT

All capitalized terms used herein and not otherwise defined shall have the meaning ascribed in the Agreement.

1. Information Security Vendor will adhere to Company and its Affiliates' information security policies to the extent such policies are provided to the Vendor, industry best practices and applicable laws, rules and regulations. In addition, Vendor will maintain data back-up procedures and information security systems and processes (collectively, the "**Security Systems**") continuously at its own facilities and those of any personnel at which Services are performed so that no Company Data is lost, stolen, modified, disclosed to, accessed, or made inaccessible or unreadable to Vendor or Company by any third party, whether the data is maintained at such facilities or is in transmission. The Security Systems will equal or exceed reasonable industry standards for Vendor's similarly situated customers, but in no event less than the standards required by Applicable Laws. Vendor will reasonably monitor, evaluate and adjust the Security Systems in response to relevant changes in technology, changes in the sensitivity of any Company Data (as reasonably determined by Company), and internal and external threats to information security. Vendor will promptly notify Company of (a) any breach of the Security Systems that results in (i) unauthorized access to Company Data or could reasonably be expected to do so, or (ii) Company Data being made inaccessible or unreadable to Vendor or Company; (b) the consequences of the breach; and (c) Vendor's corrective action. If Company is required to notify its customers, employees, or regulators of a breach of the Security Systems affecting Company Data, at Company's option, Vendor will either notify Company's customers, employees, or regulators of the breach or reimburse Company for the cost of these notifications.

2. Encryption Security. To the extent Vendor will be placing or retaining Company Data on the following types of devices, Vendor will encrypt (a) with whole disk encryption all laptop computers; (b) mobile or other portable devices (including flash drives); and (c) files on portable media (including tapes and CDs). All encryption must meet a minimum standard of Advanced Encryption Standard (AES) algorithm with a key strength of 128-bit or higher.

3. Physical Security. Vendor is solely responsible for ensuring that its personnel will perform all Services in a safe manner and in accordance with all Applicable Laws. While on Company's premises, Vendor will also conduct the Services in accordance with Company's physical security policies to the extent such policies are provided to Vendor and in a manner that does not interfere with the operation of Company's business. Vendor will immediately report to Company, as well as to the appropriate law enforcement agency, any misconduct, theft, or loss involving Vendor or any of its personnel or invitees that affects Company or relates to Company in any way. Vendor will report to Company, as soon as practicable, all accidents or occurrences resulting in personal injury or property damage arising out of or during the performance of the Services by Vendor or its personnel, and will furnish Company with a copy of all reports of such accidents and occurrences made by Vendor to Vendor's insurer or to others.

4. Viruses and Malware. The Software Services, Work Product, and to the extent applicable the Services, will not contain any security defect, including any malware, vulnerability, virus or any mechanism, including any worm, lock, drop-dead device, Trojan horse routine, trap door, time bomb, or any similar code or instruction that will (a) delete, disable, interfere with, or otherwise harm the software (or Company's hardware, data, or other programs or products); or (b) make the Software Services, Work

Product, or Company Data or systems inaccessible to Company; or (c) permit any third party to access Company's data or systems or take any of the actions described in subsections (a) or (b) of this Section 4 (Viruses and Malware).

5. Disaster Recovery, Contingency Planning. Vendor will maintain business continuity, contingency, disaster recovery, incident response, and crisis management plans, procedures, and capabilities for the Software Services that meet all the requirements of Applicable Laws. These plans and procedures will include state of the art uninterrupted power supplies and technology upgrades for all Software Services, backup servers, networks, and telecommunications connections for the Software Services, providing Company with the ability to connect to the hot site or any other remote facility used by Vendor during a disaster in order to begin receiving the Software Services within 180 minutes of any disruption, and a plan for the transition back to Vendor's principal facilities upon cessation of the disaster or recovery from the business interruption that can be expeditiously implemented. Vendor will back up all Software Services and Company Data at interval appropriate to the criticality of the system or its content, and store it at a site that is at least 100+ miles away from the physical location of existing Vendor systems. Vendor will make its contingency plans available to Company on request and will provide Company with at least sixty (60) days' prior written notice of any contemplated changes in such plans that might adversely affect the Software Services, Company or its personnel. Vendor will test its disaster recovery capabilities at least once each calendar year and will provide the test results to Company upon request. Company has the right to reasonably request the ability to actively participate in Vendor's disaster recovery testing in order to validate the interoperability of Company's business continuity and recovery processes. Unless otherwise agreed to by the Parties in writing or described in the applicable Vendor contingency plan, Vendor shall have sufficient capacity or contingency plans to ensure that there is no degradation in service or service levels, as applicable, to Company. Upon Company's reasonable request, Vendor will respond to Company's questionnaire which will address the assessment of Vendor's continuity abilities, including, if applicable, results of testing, audits, regulatory requirements and guidelines. Further, if reasonably requested by Company, Vendor will provide Company with a summary of the most recent testing results of its continuity plan.

6. Audits. Vendor will provide to Company, its authorized representatives, and such independent inspection body as Company may appoint, on reasonable notice: (i) access to Vendor's premises and records; (ii) reasonable assistance and cooperation of Vendor's relevant staff; and (iii) reasonable facilities at Vendor's premises, for the purpose of auditing Vendor's compliance with its obligations under Exhibit C. Any additional costs associated to such audits by Vendor will be invoiced to Company provided that such audit does not reveal a non-compliance. Costs will be disclosed by Vendor to Company and approved by Company before any work commences.

Exhibit D

Privacy and Data Protection Exhibit

During the course of providing Services under the Agreement to which this Exhibit is attached, Vendor obtain, access or otherwise process information that identifies an individual or relates to an identifiable individual or is otherwise defined as personal information under applicable laws (“**Personal Information**”) from, or on behalf of Company and its Affiliates (collectively referenced in this Exhibit as the “Customer”). Vendor agrees to protect all Personal Information as detailed in this Exhibit.

1. DATA PROCESSING AND PROTECTION

1.1 Compliance with Law. Vendor will comply with all applicable laws relating to the protection of Personal Information that apply with respect to Vendor’s handling of Personal Information.

1.2 Limitations on Use. Vendor will Process Personal Information only on behalf of Customer to deliver Services in accordance with the Agreement or other documented instructions of Customer, whether in written or electronic form. Customer is a “Business” and Vendor is a “Service Provider” as those terms are defined under the California Consumer Privacy Act (“CCPA”). Vendor is prohibited from retaining, using, selling or disclosing the Personal Information for any purpose other than for the specific purpose of performing the Services for Customer, including but not limited to any commercial purpose, or outside of the direct relationship between Customer and Vendor. Vendor certifies that it understands these limitations and other restrictions contained in this Exhibit and will comply with them. The duration of the Processing will be the same as the duration of the Agreement, except as otherwise agreed to in this Exhibit or in writing by the Parties.

1.3 Description of Processing. The following describes the scope of the Vendor’s processing:

1.3.1. Vendor will track the IP (the IP address and location), date, and username that all changes are made from. All personal information (IP address, username, and date) will only be used for logging and security purposes to comply with Customer requirements. Vendor will log each change made and from where (using IP address and location) the change was made from.

1.3.2. Categories of Individuals. Company’s employees.

1.3.3. Types of Personal Information. IP address, time-stamp and geolocation.

1.4 Confidentiality. Vendor will hold Personal Information in strict confidence and impose confidentiality obligations on Vendor personnel who will be provided access to, or will otherwise Process, Personal Information, including requiring personnel to protect all Personal Information in accordance with the requirements of this Exhibit (including during the term of their employment or engagement and thereafter).

1.5 Information Security Program. Vendor will implement, maintain, monitor and, where necessary, update a comprehensive written information security program that contains appropriate administrative, technical, and physical safeguards to protect Personal Information against anticipated threats or hazards to its security, confidentiality or integrity (such as unauthorized access, collection, use, copying, modification, disposal or disclosure, unauthorized, unlawful, or accidental loss, destruction, acquisition, or damage or any other unauthorized form of Processing) (“Information Security Program”).

1.6 Security Incident. Vendor will promptly notify Customer in writing (by emailing Customer contact information in appropriate account) (and in any event within twenty-four (24) hours) if Vendor has reason to believe that there has been any accidental or unauthorized access, acquisition, use, modification, disclosure, loss, destruction of, or damage to Personal Information, or any other unauthorized Processing of Personal Information (“**Security Incident**”). In the event of any Security Incident, Vendor will cooperate fully with Customer to limit the unauthorized access, disclosure or use of Personal Information, seek the return of any such Personal Information, and assist in providing notice relating to the Security Incident to individuals or third parties if Customer requests.

1.7 Data Integrity. Vendor will ensure that all Personal Information created by Vendor on Customer’s behalf is accurate and, where appropriate, kept up to date, and ensure that any Personal Information that is inaccurate or incomplete is erased or rectified in accordance with Customer’s instructions.

1.8 Cross-Border Transfers. Vendor will ensure that Personal Information is not physically transferred to, accessed by, or otherwise processed by its employees or personnel in any country other than the E.E.A. unless agreed to in writing by Customer. At Customer’s request, Vendor and any of its affiliates or subcontractors will enter into an appropriate data processing agreement that incorporates the European Commission Standard Contractual Clauses between Controllers and Processors, or any similar agreement relating to other countries with Customer to allow Customer’s international offices to transfer Personal Information to Vendor and any of its affiliates or subcontractors.

1.9 Subcontracting. Vendor will not disclose or transfer Personal Information to, or allow access to Personal Information by (each, a “**Disclosure**”) any third party (including affiliates and subcontractors) without Customer’s express prior written consent. If Customer provides such consent for Vendor’s Disclosure to a third party, Vendor will, prior to any such Disclosure, enter into a written agreement with the third party that is at least as restrictive as this Exhibit and pursuant to which such third party shall be a “Service Provider” for purposes of the CCPA. This agreement will be provided to Customer promptly upon request. Vendor will be liable for all actions by such third parties with respect to the Disclosure.

1.10 Requests or Complaints from Individuals. Vendor will promptly notify Customer in writing, and in any case within 2 days of receipt, unless specifically prohibited by laws applicable to Vendor, if Vendor receives: (i) any requests from an individual with respect to Personal Information Processed, including but not limited to opt-out requests, requests for access and/or rectification, erasure, restriction, requests for data portability, and all similar requests; or (ii) any complaint relating to the Processing of Personal Information, including allegations that the Processing infringes on an individual’s rights. Vendor will not respond to any such request or complaint unless expressly authorized to do so by Customer, will cooperate with Customer with respect to any action taken relating to such request or complaint, and will seek to implement appropriate processes (including technical and organizational measures) to assist Customer in responding to requests or complaints from individuals.

1.11 Disclosure Requests. If Vendor receives any order, demand, warrant, or any other document requesting or purporting to compel the production of Personal Information (including, for example, by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoenas, civil investigative demands or other similar processes) (“**Disclosure Request**”), Vendor will immediately notify Customer (except to the extent otherwise required by laws applicable to Vendor). If the Disclosure Request is not legally valid and binding, Vendor will not respond. If a Disclosure Request is legally valid and binding, Vendor will provide Customer at least 48 hours’ notice prior to the required disclosure, so that Customer may, at its own expense, exercise such rights as it may have under applicable law to prevent

or limit such disclosure. Notwithstanding the foregoing, Vendor will exercise commercially reasonable efforts to prevent and limit any such disclosure and to otherwise preserve the confidentiality of Personal Information and will cooperate with Customer with respect to any action taken with respect to such request, complaint, order or other document, including to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded to Personal Information.

1.12 Audit. Vendor will provide to Customer, its authorized representatives, and such independent inspection body as Customer may appoint, on reasonable notice: (i) access to Vendor's information, processing premises, and records; (ii) reasonable assistance and cooperation of Vendor's relevant staff; and (iii) reasonable facilities at Vendor's premises for the purpose of auditing Vendor's compliance with its obligations under this Exhibit. Such audit will be at Customer's sole expense, except where investigation was required due to Vendor's acts or omissions or the audit reveal any non-compliance of Vendor with its obligations under this Exhibit, in which case such assistance will be at Vendor's sole expense.

1.13 Regulatory Investigations. Upon notice to Vendor, Vendor will assist and support Customer in the event of an investigation by any regulator, including a data protection authority, or similar authority, if and to the extent that such investigation relates to Personal Information handled by Vendor on behalf of Customer in accordance with this Exhibit. Such assistance will be at Customer's sole expense, except where investigation was required due to Vendor's acts or omissions, in which case such assistance will be at Vendor's sole expense.

1.14 Return or Disposal. Upon termination or expiration of this Exhibit for any reason or upon Customer's request, Vendor will immediately cease handling Personal Information and will return in a manner and format reasonably requested by Customer, or, if specifically directed by Customer, will destroy, any or all Personal Information in Vendor's possession, power or control. Upon request, Vendor will provide a written certification that Personal Information has been returned or securely destroyed in accordance with this Exhibit.

1.15 Other. Vendor will provide relevant information and assistance requested by Customer to demonstrate Vendor's compliance with its obligations under this Exhibit and assist Customer in meeting its obligations under data protection laws regarding: (i) registration and notification ; (ii) accountability; (iii) ensuring the security of the Personal Information; and (iv) the carrying out of privacy and data protection impact assessments and related consultations of data protection authorities. In addition, when Vendor is responding to a Customer-mandated audit or inspection of Vendor's compliance with obligations, Vendor will inform Customer if Vendor believes that any instructions of Customer regarding the Processing of Personal Information would violate applicable law.

1.16 Adverse Changes. Vendor will notify Customer promptly if Vendor: (i) has reason to believe that it is unable to comply with any of its obligations under this Exhibit and it cannot cure this inability to comply within a reasonable timeframe; or (ii) becomes aware of any circumstances or change in applicable law that is likely to prevent it from fulfilling its obligations under this Exhibit. In the event that this Exhibit, or any actions to be taken or contemplated to be taken in performance of this Exhibit, do not or would not satisfy either party's obligations under the laws applicable to each party, the parties will negotiate in good faith upon an appropriate amendment to this Exhibit.

2 THIRD-PARTY BENEFICIARIES . The parties agree that Company's Affiliates are intended third-party beneficiaries of this Exhibit and that this Exhibit is intended to insure to the benefit of such Affiliates. Without limiting the foregoing, Company's Affiliates will be entitled to enforce the terms of

this Exhibit as if each was a signatory to the Agreement. Company also may enforce the privacy and data security provisions on behalf of Company's Affiliates (instead of Company's Affiliate(s) separately bringing a cause of action against Vendor). Vendor will be entitled to rely solely on Company's instructions relating to Personal Information.

3 SURVIVAL. The obligations of Vendor under this Exhibit will continue for so long as Vendor continues to have access to, is in possession of or acquires Personal Information, even if all agreements between Vendor and Customer have expired or have been terminated.

4 CONFLICTS. To the extent there is any conflict between Sections 1 to 4 of this Exhibit and the terms of the Agreement, this Exhibit will prevail.

5 DATA STORAGE. Vendor data storage measures and policies are GDPR compliant. Vendor data purging policies are GDPR compliant.