

HOSTING SERVICES SCHEDULE

This Hosting Services Schedule (this “Hosting Services Schedule”) is entered into by and between BlueHat Cyber (“**BlueHat**”) and its customer, as named on the Order Form (each, a “**Customer**”). “Party” or “Parties” shall mean, individually, BlueHat or Customer as the context requires and, collectively, BlueHat and Customer. This Hosting Services Schedule should be read in conjunction with the Parties’ Master Services Agreement (the “**Agreement**”) and is incorporated by reference into the Agreement. Capitalized terms that are not defined herein shall have the meaning given to them in the Agreement.

1. **Services and Fees.**

a. **Fees.** Customer agrees to pay BlueHat the then-current monthly charges for the Hosting Services, at such rates established by BlueHat from time to time. Charges for Hosting Services do not include Customer’s third-party costs, including, for example, costs associated with connecting through an available Internet Broadband connection. Changes to the scope of Hosting Services provided by BlueHat will result in additional fees. BlueHat may increase its fees during renewal terms upon reasonable notice to Customer.

b. **Hosting Services.** BlueHat will provide to Customer certain hosting services involving the use of BlueHat facilities, equipment and systems to host Customer Data, as further specified herein and in the Order Form (the “**Hosting Services**”). As part of the Hosting Services, BlueHat may use or provide one or more servers (“**BlueHat Server**”), as specified in further detail in an Order Form. Unless provided otherwise, the BlueHat Server(s) will be located in a datacenter facility selected by BlueHat. Customer understands that, unless specified otherwise in the Order Form, multiple customers using a virtual server will be hosted on the same physical machine. Customer expressly grants to BlueHat a license to cache, copy, and store the entirety of the Customer Data as part of the Hosting Services, including content supplied by users or to third parties, and agrees that such action is not an infringement of any Customer, user, or third party intellectual property rights. BlueHat shall maintain and control ownership of all Internet Protocol numbers and addresses that may be assigned to Customer and reserves the right to change or remove any and all such Internet Protocol numbers and addresses in its sole discretion. If BlueHat assigns Customer an Internet Protocol address for Customer’s use, Customer shall have no right to use that IP address except as permitted by BlueHat in connection with the Services.

c. **Software.** If Services are provided through a software agent, BlueHat will provide Customer with the software agent (the “**Software**”), which must be installed on the Customer’s system. Customer’s use of the Software is subject to the terms and conditions of the End User License Agreement set forth within the software agent, and Customer agrees to such terms and conditions, which are incorporated by reference herein. Upon expiration or termination of this Schedule, Customer shall be responsible for removing the software agent from Customer’s system.

d. **Service Levels.** Subject to the terms and conditions of this Schedule and the Agreement, BlueHat shall use commercially reasonable efforts to attempt to provide the Services on a twenty-four hours a day, seven days a week basis, however, such uptime is not a

guarantee. Customer understands, acknowledges and agrees that from time to time the Services may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions, periodic maintenance, repairs or replacements that BlueHat undertakes from time to time, or causes beyond BlueHat's reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, or other failures. Customer understands, acknowledges and agrees that BlueHat has no control over the availability of the Services on a continuous or uninterrupted basis and that BlueHat assumes no liability to Customer or any other party with regard thereto. BlueHat shall use commercially reasonable efforts to respond to service requests.

e. **Limitations on Use.** The Services are intended for reasonable business use only. BlueHat may communicate limitations on storage, email, CPU and bandwidth usage to Customer in an Order Form or otherwise in writing. Without limiting the foregoing, Customer agrees that Customer shall not use excessive amounts, as defined by BlueHat, of processing on any BlueHat Server. Higher levels of traffic may incur overcharges. Any activity that results in excessive usage inconsistent with reasonable usage patterns is strictly prohibited. BlueHat may limit the volume of email messages that may be delivered through the Services, and may block messages that BlueHat deems, in its sole discretion, may be in violation of the Agreement. BlueHat will monitor Customer's usage and shall have the right to take corrective action of Customer's usage exceeds the usage limitations. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, removal or deletion of Customer Data and/or other materials, or termination of this Schedule or the Agreement, and Customer shall not be entitled to a refund or credit of any fees paid prior to such action.

f. **Security.** BlueHat shall establish and maintain commercially reasonable security measures designed to provide for the safe custody of Customer Data and to prevent unauthorized access to Customer Data. Where requested and authorized by Customer in an Order Form, BlueHat agrees to use encryption technology in the electronic transmission of data to protect private Customer information from access by unauthorized users. Any encryption keys associated with this Service must be securely retained by the Customer to avoid data loss. Notwithstanding the foregoing, Customer bears full risk of loss and damage to Customer Data and is responsible for undertaking measures to prevent loss or damage to Customer Data. Customer shall implement, maintain, and update all necessary and proper procedures and software for safeguarding against computer infection, viruses, worms, Trojan horses or other code that manifest contaminating or destructive properties (collectively, "viruses") on all computer hardware and equipment used to access the Services.

g. **Other Services.** Customer understands that BlueHat's sole responsibility under this schedule is to provide the Hosting Services. Backup or restoration services and solutions may be offered to Customer for an additional charge pursuant to the Backup and Restoration Services Schedule. Support services beyond those set forth in the Order Form may be provided by BlueHat for an additional fee.

2. **Customer Obligations.**

a. **System Requirements.** Customer understands that Hosting Services are dependent on Customer's own computer systems, network and data communication links. Customer shall comply with any and all environment and system requirements identified by BlueHat as necessary for the Hosting Services. Without limiting the foregoing, Customer shall provide Internet access and connectivity having adequate bandwidth, and provide communication links sufficient to allow BlueHat to provide the Hosting Services. Customer shall pay all third party licensing fees, access charges, data charges, syndicated data charges, transmission, transfer and communication charges incurred by Customer while using the Services. BlueHat reserves the right to delete Customer Data in the event of Customer's failure to adhere to the system requirements.

b. **Acceptable Use.** Customer and all authorized users accessing or using the BlueHat Server and/or the Services shall abide by all of BlueHat's rules, regulations and policies, as well as the rules of other networks and computer systems accessed via the Services, including without limitation BlueHat's Acceptable Use Policy. Without limiting these obligations, Customer covenants that it shall not use place any Customer Data on a BlueHat Server that: (i) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulations; (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, pornographic or indecent; or (v) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. BlueHat reserves the right (but undertakes no duty) to monitor Customer Data, decide whether such Data is in violation of this Schedule, and remove such Data and/or terminate Customer's access to the Services, at any time, and without prior notice. Company reserves the right (but undertakes no duty) to backup, store, replicate, deny, cancel, terminate, suspend, lock, delete, or modify access to or control of Customer's account or Customer Data in order to enforce its rights under this Schedule, the Agreement, or applicable law.

c. **Domain Names.** Upon registration of a domain name through the Services, Customer is bound by the terms of the registration service's then-current domain name policy. Customer shall adhere to the Uniform Domain Dispute Resolution Policy ("the UDRP" for concerns or disputes concerning domain names (<http://www.icann.org/udrp/udrp.htm>)).

d. **Continuing Cooperation.** Customer shall cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Customer shall further respond in a timely manner to email alerts from BlueHat, including alerts regarding software updates and monitoring alerts. Customer shall promptly report any errors to BlueHat.

3. **Equipment.**

a. **BlueHat Equipment.** BlueHat may rent or provide certain hardware and equipment to Customer for use in connection with the Hosting Services ("**BlueHat Equipment**"). Fees associated with BlueHat Equipment shall be set forth in an Order Form, and

such fees may be modified from time to time if additional equipment is added. Customer will not attempt to sell, resell, tamper, troubleshoot, repair, or move BlueHat Equipment without BlueHat's written permission, and Customer shall take its best efforts to keep BlueHat Equipment safe and secure while in Customer's possession. BlueHat Equipment shall remain the property of BlueHat and must be returned promptly upon request. If BlueHat Equipment is stolen, damaged or destroyed, Customer shall be responsible for reimbursing BlueHat for the current market prices of such Equipment at the time of the loss for replacement units. Customer shall cease the use of BlueHat Equipment upon termination of this Schedule, and Customer gives BlueHat permission to take possession of the BlueHat Equipment within ten (10) days after termination of the Schedule by entering Customer's premises to remove the Equipment, and Customer agrees to fully cooperate and will not interfere in any way in the removal of BlueHat Equipment. Customer further agrees to compensate BlueHat for expenses incurred during the recovery of BlueHat Equipment.

b. ***Customer Equipment.*** Customer agrees that BlueHat may use certain items of Customer's equipment in the course of providing the Hosting Services. Customer agrees to grant BlueHat access to Customer's facility and Customer's equipment as needed for provision of the Hosting Services. Customer retains title and ownership in all of Customer's equipment.

4. **Term and Termination.**

a. ***Term of Hosting Services.*** This Schedule is effective on the Effective Date and shall continue for a period of three (3) years. The Schedule shall be automatically renewed thereafter, for successive one year periods, unless at least thirty (30) days prior to the date of any such renewal either party gives written notice to the other of its intention that the Schedule not be renewed.

b. ***Effects of Termination.***

i. Termination of the Agreement shall terminate this Schedule.

ii. BlueHat shall have no obligation to preserve Customer Data beyond the period of time set forth in the Agreement, and BlueHat shall have the right to delete Customer Data after expiration of that period.

iii. Without limiting the BlueHat's termination rights as set forth elsewhere in this Schedule and/or in the Agreement, on termination of this Service Schedule for any reason, Customer shall allow BlueHat reasonable access to Customer's premises to remove BlueHat's equipment.

iv. Customer shall be responsible for hardware, software and support necessary for the return of all Customer Data or the transfer of Customer Data to a different service provider, at Customer's sole cost and expense, and BlueHat shall not be liable for any lost data or interruption of service in connection with same. BlueHat will not transfer Customer Data to another provider without a separate Order Form and charge for those services.

5. **Additional Disclaimer of Warranties.** In addition to the limitations in Sections 9 and 10 of the Agreement, BlueHat will not be liable for any losses or damages related to Customer Data transferred or stored by Customer via the Services.