MASTER SERVICES AGREEMENT

LAST UPDATED: OCTOBER 20, 2020

This Master Services Agreement (the "**Agreement**") 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. BlueHat and Customer each is a "Party" and together are the "Parties" to this Agreement.

1.   **Introduction.** The purpose of the Agreement is to provide a framework within which Customer may from time to time purchase services from BlueHat ("Services").   This Agreement contains general contractual terms for all Services that will be provided by BlueHat. Additional terms and conditions that apply to each type of Service shall be set forth in detail in service schedules (each a "Service Schedule" or a "Schedule") and in the Order Form, which are incorporated by reference as if fully set forth herein.

2.   **Services.**

(a)   *Service Schedules.* In addition to the Service Schedule(s), the ordering document issued pursuant to such Schedule ("**Order Form**"), shall set forth the details, pricing, and other specific terms applicable to the Services to be performed by BlueHat. BlueHat will provide Customer the Services as specified in each Service Schedule.   In the event of any conflict or inconsistency between the terms of the Agreement and a Schedule, the terms of the Agreement shall control unless the Schedule expressly states that a provision of the Schedule is to supersede or modify the terms of the Agreement.

(b)   *Customer Authorizations.* Customer shall provide BlueHat with reasonable access to Customer's premises, equipment, software, and systems as needed for BlueHat to provide the Services. Further, Customer shall provide any customer information or materials, approvals, authorizations and other requirements, to allow BlueHat to perform the Services. Customer shall also obtain and maintain any necessary licenses and consents necessary to the performance of the Services.

(c)   *Limitations and Restrictions.* Customer's access and use of the Services is subject to any restrictions specified herein, in the applicable Service Schedule and in BlueHat's Acceptable Use Policy ("**AUP**"). Subject to those restrictions, Customer is granted a nonexclusive, revocable, non-transferable and non-sublicensable right to access and use the Services for Customer's internal business purposes only.

(d)   *Changes in Scope.*   If Customer wishes to alter, modify, expand or change the scope of Services described in a Schedule, the Parties shall either sign a mutually-agreeable amendment to the appropriate Schedule reflecting the change, or the Parties shall execute an additional Schedule describing such additional Services. In the event that the Parties do not specifically include reference to additional fees relating to a change in scope, BlueHat

shall be paid for the additional work relating to the change on a time and materials basis at its then-current rates.

   (e) ***Subcontractors.*** BlueHat may use one or more subcontractors or third parties (collectively, "Subcontractors") to provide the Services or a portion of the Services. Unless otherwise provided in a Service Schedule, Order Form, or otherwise agreed in writing, BlueHat will be responsible for any fees or charges incurred through the use of Subcontractors to the extent required to provide the Services.

   (f) ***Third Party Hardware, Software and Equipment.*** As part of the Services, BlueHat may act as a reseller or licensor of hardware, software and equipment used in connection with the products and/or services manufactured or provided by a third party ("**Third Party Product**"). The Third Party Products are licensed through BlueHat for Customer's use in connection with the Services and are subject to the terms of this Schedule and the other terms of use required by the vendors of Third Party Products identified in the Order Form. BlueHat shall not be responsible for any changes in Services that cause Third Party Product to become obsolete or to require modification or alteration. Any malfunction or manufacturer's defects of Third Party Product either sold, licensed, or provided by BlueHat to Customer or purchased directly by Customer for use in connection with the Services will not be deemed a breach of BlueHat's obligations under this Agreement. Any rights or remedies Customer may have regarding the ownership, licensing, performance or compliance of a Third Party Product are limited to those rights extended to Customer by the manufacturer of the Third Party Product. Customer is entitled to use Third Party Products supplied by BlueHat only in connection with Customer's allowed use of Services. Customer shall not resell, transfer, or export any Third Party Product, or any technical data derived therefrom, in violation of this Agreement or any applicable United States or foreign law. In the event that Customer decommissions or transfers computers, devices, or other equipment on which Third Party Products have been installed, Customer must erase or destroy such Third Party Products from such equipment. The Services may contain links to third party websites that are not owned or controlled by BlueHat. BlueHat assumes no responsibility for the content, terms and conditions, privacy policies, or practices of any third party websites. By using the Services, Customer expressly releases BlueHat from any and all liability arising from Customer access or use of any third party website.

  3. **Customer Obligations.**

   (a) ***Regulatory and Legal Compliance.*** Customer assumes sole and complete responsibility, at its expense, for ensuring that its authorized users comply with and use the Services in compliance with all applicable federal, state, local, and international laws and regulations, including, without limitation, laws relating to confidentiality of consumer information, labor and employment laws, occupational safety laws, and any other applicable laws. Without limiting the foregoing, all software and applications used by Customer must be genuine and legally licensed, and unless provided otherwise in a Service Schedule, Customer shall be responsible for maintaining current third party licenses and subscriptions.

   (b) ***Suitability***. Customer is alone responsible for determining the suitability of the Services for its operations and whether the Services will achieve the results that the Customer desires.

(c) ***Access Control***. Customer shall use reasonable security precautions for providing access to the Services by its employees or other individuals to whom it provides access. In order to use some of the Services, Customer may be required to create one or more user accounts. Customer shall delegate access to Customer employees and assign and maintain secure usernames and passwords to control access to sensitive information. Customer represents and warrants that all information Customer submits when Customer creates a user account is accurate, current, and complete, and that Customer will keep such account information accurate, current, and complete. If BlueHat has reason to believe that Customer's account information is untrue, inaccurate, out of date, or incomplete, BlueHat reserves the right to terminate or suspend the account. Customer is solely responsible for activity that occurs on Customer's account, whether authorized by Customer or not. Customer will be solely responsible for ensuring the confidentiality and security of all account usernames and passwords, and for all user conduct in connection with such account credentials. Customer will further implement internal protocols and procedures whereby terminated personnel will no longer be able to use any Customer username or passwords.

(d) ***System Requirements.***   Unless expressly stated otherwise in a Services Schedule, Customer shall be responsible for obtaining, maintaining, and updating all system requirements (including but not limited to third party hardware and software, computer hardware, software and communications equipment) that are necessary to enable Customer to use the Services. System requirements may be included in a Schedule or related Order Form and may otherwise be communicated by BlueHat to Customer, and BlueHat reserves the right to amend and update these system requirements upon notice to Customer. BlueHat makes no representation, warranty, or agreement that it will continue to provide Services if Customer fails to maintain appropriate system requirements. Without limiting the foregoing, Customer's system must have a currently-licensed, up-to-date and vendor-supported anti-malware and antivirus solution(s) that provides reasonable protection of all Customer's devices and data against viruses, Trojan horses, worms, spyware, and other security threats. If or when Customer transitions to home or alternate networks, BlueHat will make commercially reasonable efforts to continue providing Services, but if such alternate networks do not have adequate connectivity and equipment to effectively work, BlueHat is not responsible for inadequacies in such networks. Moreover, home or alternate networks may not have BlueHat's security features, and BlueHat is not responsible for the security of such alternative networks.   Should Customer request BlueHat's provide services on a home or alternative network, BlueHat may provide such services on a time and materials basis at its then-current rates, with additional charges for software installed on such alternative networks.

(e) ***Protection of Customer Data.*** Unless expressly stated otherwise in a Services Schedule, Customer shall be responsible for data maintenance, retention, security and backup of all electronic data and information submitted by or for Customer to the Services ("**Customer Data**"). Customer shall undertake measures to (i) prevent any loss or damage to Customer Data; (b) maintain independent archival and backup copies of Customer Data; and (c) ensure the security, confidentiality, and integrity of Customer Data. Without limiting the foregoing, Customer shall undertake appropriate virus detection and prevention actions to secure Customer Data against destruction, and shall be responsible for Customer's systems and environment.

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(f)   ***Safety.*** Customer warrants that it will not, nor will it allow others to use the Services in hazardous or critical environments requiring fail-safe performance or in any application in which the failure could lead to death, personal injury, physical, environmental, or property damage.

(g)   ***Continuing Cooperation.*** Customer shall promptly respond to BlueHat requests to provide direction, information, approvals, authorizations or decisions that are reasonably necessary for BlueHat to perform the Services, and Customer shall cooperate with BlueHat's reasonable investigation of outages, security problems, and any suspected breach of the Agreement. For Services where BlueHat's access to Customer's System is necessary to perform the Services, Customer shall grant BlueHat a reasonable method to access Customer's system. Delays in Customer's performance of its obligations will extend the time for BlueHat's performance of its obligations.

(h)   ***Acceptable Use Policy***. Customer shall comply with BlueHat's Acceptable Use Policy, as amended, modified or updated from time to time by BlueHat, which is incorporated in this Agreement by reference as if fully set forth herein.

4.   **Term and Termination**

(a)   ***Term.*** This Agreement shall be binding on Customer on receipt of the earlier of Customer's Order Form or the date on which Services are provided by BlueHat to Customer. Unless provided otherwise in the Order Form, unless earlier terminated as set forth in the Agreement, the initial term of the Agreement shall be three (3) years. The Agreement 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 Agreement or a Schedule not be renewed.

(b)   ***Termination for Breach.*** Either Party may terminate this Agreement or a Schedule if the other Party is in breach of any material obligation contained in the Agreement or relevant Schedule, unless the breach is remedied within thirty (30) days from the date written notice is received by the breaching party. If the breach cannot be remedied within thirty (30) days after written notice is received, the non-breaching party has the option to terminate the Agreement, or wait until the breach has been cured within a reasonable time beyond thirty (30) days.

(c)   ***Termination for Insolvency.*** Either party may terminate this Agreement immediately upon written notice to the other Party in the event (i) the other Party files a petition for bankruptcy or is adjudicated a bankrupt; (ii) a petition in bankruptcy is filed against the other Party and such petition is not dismissed within thirty (30) calendar days; (iii) the other Party becomes insolvent or makes an assignment for the benefit of its creditor or an arrangement for its creditors pursuant to any bankruptcy or other similar law; (iv) the other Party discontinues its business; or (v) a receiver is appointed for the other Party or its business.

(d)   ***Effects of Termination.***

i.   Except as stated otherwise herein or in a Schedule, upon termination of this Agreement for any reason, each Party shall return or destroy all Confidential

Information of the other Party within thirty (30) days of such termination. Subject to its right to retain Confidential Information as stated herein, to comply with applicable law, or to enforce this Agreement, BlueHat shall return Customer's Confidential Information upon reasonable request received within fourteen (14) days after termination; provided that Customer shall be responsible for all expense in returning Confidential Information in a format or media requested by Customer.

       ii.   Customer shall return or destroy all copies of Third Party Products provided through the Services within thirty (30) days of termination.

       iii.   Termination of this Agreement shall terminate all Service Schedules. If any Service Schedules are in effect after the expiration of this Agreement, the term of this Agreement shall continue until expiration or termination of such Schedules.

       iv.   BlueHat shall be entitled to receive payment for all Services provided through the effective date of termination. If Customer continues to use the Services following termination of the Agreement or applicable Schedule, Customer shall be responsible for payment of such Services at BlueHat's then-current rates.

       v.   Upon the effective date of termination, BlueHat shall immediately cease providing Services on the affected Schedule. Upon Customer's request, BlueHat shall provide transition services to transition Customer to a replacement service provider for a period of time not to exceed ninety (90) days after the effective date of termination, at Customer's expense and on a time and materials basis at BlueHat's then-current rates; provided that the terms of this Agreement shall continue to apply in full force and effect to such Services.

       (e)   ***Suspension of Service.*** BlueHat reserves the right to suspend Customer's access to Services if it determines, in its sole discretion, that (i) payment for Services is not received within 30 days from the date on which payment is due; (ii) Customer's or its users' use of the Services are in breach of this Agreement and such breach is not timely cured; or (iii) suspension is required pursuant to a subpoena, court order or other legal process. BlueHat shall notify Customer of any such suspension. Customer shall remain responsible for all fees incurred before or during any suspension. Customer reserves the right, in its discretion, to impose reasonable fees to restore archived data upon Customer request from delinquent accounts.

    5.   **Invoices, Expenses, Payment and Fees**

       (a)   ***Service Fees.*** Unless otherwise provided in writing, the Services will be provided in consideration of Customer's payment of the fees set forth in the Service Schedules and related Order Forms. BlueHat may increase its fees during renewal terms upon reasonable notice to Customer. Without limiting the foregoing, except as otherwise set forth in a SOW, applicable pricing, including monthly and/or annual fees, may be increased by not more than ten percent (10%) from one year to the next without providing notice to Customer. Where fees are being charged on a time and materials basis, BlueHat may increase its fees to its then-current fees at any time. Fees for Services provided pursuant to this Agreement are nonrefundable. Customer shall reimburse BlueHat for reasonable expenses which have been described herein, in

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a Schedule, or otherwise in writing. BlueHat shall supply documentation reasonably requested by Customer relating to such expenses.

(b)   *Invoicing.* Unless otherwise stated in an Order Form, BlueHat shall invoice Customer on a monthly basis, and Customer shall pay BlueHat within fifteen (15) days of receiving an invoice which has not been properly disputed as set forth herein. Monthly recurring Services may be billed prospectively, in the month prior to delivery of the Services. Customer shall pay for the Services at the rate specified in each Schedule covered by this Agreement.

(c)   *Disputes.* Customer shall notify BlueHat in writing of any good faith disputes relating to an invoice or Services reflected in the invoice within fifteen (15) days of receipt of such invoice. Upon receipt of Customer's dispute notice, BlueHat and Customer will work together in good faith to resolve such disputes in a prompt and mutually acceptable manner. Customer's failure to timely provide notice of a dispute waives any claimed dispute.

(d)   *Penalties for Late Payments.* In addition to BlueHat's right to suspend performance of Services and/or to terminate the Agreement, a charge of 1.5% per month will be added to all past due invoice balances, commencing 15 days after the date of the invoice. If BlueHat collects any payment due at law through an attorney or a collection agency, or if BlueHat prevails in any collection action to which BlueHat and the Customer are parties, Customer shall pay all costs of collection, arbitration and litigation, including, without limitation, all court costs, collection costs, and reasonable attorneys' fees.

(e)   *Taxes.* BlueHat's fees do not include any applicable federal, state, local, sales, excise, value added or other similar duties or taxes based on Services. If BlueHat is required to pay or collect any such taxes or duties, then such taxes and/or duties shall be invoiced to and paid by Customer pursuant to the terms set forth herein; provided, however, that Customer shall not be required to pay any taxes based on BlueHat's net income.

6.   **Confidentiality.**

(a)   *"Confidential Information" Defined.* "Confidential Information" means trade secret information, product, research, and development information, financial information, personal data, and other information of value to the disclosing Party that is not generally known to the Party's competitors. "Confidential Information" does not include information (i) which was or becomes part of the public domain through no fault of the receiving Party; (ii) which was disclosed to the receiving Party by a third party who is not employed by or affiliated with the disclosing Party and is not under an obligation to maintain such information in confidence; (iii) which was previously legally known by the receiving Party; or (iv) which is or becomes part of the public domain through no breach of the confidentiality provisions of this Agreement.

(b)   *Restrictions on Use and Disclosure.* Each Party acknowledges that, during the term of this Agreement, it may receive Confidential Information from the other Party. Unless stated otherwise herein, a Party shall not disclose the other Party's Confidential Information to third parties without the prior consent of the disclosing Party. Each Party shall only use the other Party's Confidential Information to the extent necessary to effect the

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provisions and purposes of, and as expressly contemplated under the terms of, this Agreement. Customer authorizes BlueHat to use and disclose Customer's Confidential Information in the course of providing the Services and enforcing the terms of this Agreement. BlueHat may collect and use log information (records of Services, including, but not limited to, data and information on performance, stability, usage, security, support, and technical information about devices, systems, related software, services or peripherals associated with Customer's use of Services) for purposes not specified herein only in aggregated, anonymized form.

(c) ***Legally Required Disclosures.*** In the event that the receiving Party becomes legally compelled to disclose the other Party's Confidential Information, the receiving Party shall notify the disclosing Party so that the disclosing Party may seek a protective order or other remedy, and the receiving Party will cooperate with the disclosing Party in protecting against such disclosure, upon reasonable request.

(d) ***Safeguarding Confidential Information.*** Each Party agrees that it will exercise the same care that it customarily uses in safeguarding its own Confidential Information, but not less than a reasonable degree of care. Each Party shall implement appropriate administrative, technical, and physical safeguards designed to prevent unauthorized access, use or disclosure of Confidential Information. Except as otherwise set forth in a Schedule and associated Order Form, it will be Customer's responsibility to develop, implement, and maintain its security protocols and policies.

(e) ***Retention.*** BlueHat will retain Confidential Information collected from Customer where it has a justifiable need to do so and for as long as is needed to provide the Services, unless a longer retention period is required or permitted by law (such as for legal, tax, or accounting reasons).

(f) ***Marketing***. Customer agrees that BlueHat may publicly refer to Customer as a customer of BlueHat. Customer further agrees that BlueHat may send promotional and marketing communications to Customer via email.

(g) ***Website***. Visitors to our website or the websites of our affiliates shall be bound by the privacy statements and privacy policies posted on such websites, and the collection of information through such websites shall control in the event of a conflict with this Agreement.

7. **Data Protection.** To the extent that the Services involve the submission, collection, and/or use of data that relates to an identified or identifiable natural person ("**Personal Data**"), Customer should alert BlueHat of same. Customer shall be the data controller of any Personal Data, and BlueHat shall act as a service provider or data processor of such Personal Data. BlueHat agrees to process Personal Data in accordance with applicable data protection laws, and in accordance with Customer's instructions provided in this Agreement, the Service Schedules, the Order Forms, or as otherwise may be communicated to BlueHat from time to time. Customer agrees to provide any notices and obtain any consent necessary for BlueHat to access and process Personal Data as part of the Services. Customer agrees that the Parties shall execute a Data Processing Addendum where required by applicable law, which will become supplementary to this Agreement.

8. **Intellectual Property.**

(a) ***BlueHat Intellectual Property.*** All programs, specifications, applications, routines, subroutines, techniques, ideas and formulae utilized or developed by BlueHat in connection with this Agreement are and shall remain the sole property of BlueHat unless otherwise specified in an applicable Schedule. BlueHat shall further own all intellectual property created in providing the Services. Subject to Customer's compliance with the terms of this Agreement, BlueHat grants to Customer a limited, worldwide, non-exclusive, non-transferable, royalty-free right and license to use any intellectual property provided by BlueHat as part of the Services, solely for Customer's internal use and as necessary for Customer to enjoy the benefit of the Services during the term of the Agreement and the applicable Schedule. Without limiting the foregoing, Customer shall not: not (i) sell, resell, rent, lease, distribute, assign, grant or transfer any interest in the Services to another entity; (ii) attempt to reverse engineer, decompile, disassemble or copy the Services or otherwise attempt to discern the source code of the Services ; (iii) remove, obscure, or obfuscate any copyright, trademark, label, marking or other proprietary rights notices that are contained in or on the Services; (iv) modify, translate, modify, adapt, or prepare derivative works from, or sublicense the Services or any portion thereof; (v) use the Services on behalf of another entity or for purposes other than internal use; or (vi) develop any other product containing the features, functions, graphics, concepts or ideas contained in the Services.

(b) ***Third Party Products.*** BlueHat may license Third Party Products for Customer's use as part of the Services or to assist in the delivery of the Services. All licenses of Third Party Products are non-exclusive, non-transferable, and terminable, and are limited to Customer's use of the Third Party Products in connection with the Services, subject to any additional restrictions identified in a Schedule and/or Order Form. The vendor of the Third Party Products shall own and retain all title and ownership of the intellectual property rights in such Products, including any adaptations, modifications, translations, derivative works, and copies. ALL RIGHTS IN THIRD PARTY PRODUCTS NOT EXPRESSLY GRANTED ARE RESERVED. Unless otherwise permitted by the terms of the applicable end user license for the Third Party Products, Customer may not (i) sell, resell, rent, lease, distribute, assign, grant or transfer any interest in the Third Party Products to another individual or entity; (ii) attempt to reverse engineer, decompile, disassemble or copy the Third Party Products or otherwise attempt to discern the source code of the Third Party Products; (iii) remove, obscure, or obfuscate any copyright, trademark, label, marking or other proprietary rights notices that are contained in or on the Third Party Products; (iv) modify, translate, modify, adapt, or prepare derivative works from, or sublicense the Third Party Products or any portion thereof; (v) use the Third Party Products for purposes other than internal use of the Services; (vi) develop any other product containing the concepts or ideas contained in the Third Party Products; or (vii) exercise any of the reserved intellectual property rights provided under the laws governing the Agreement. If applicable law allows use of the Third Party Products in a manner contrary to the foregoing, Customer shall notify BlueHat regarding such planned use and cooperate with BlueHat and the vendor of such Third Party Products to achieve interoperability in a mutually-acceptable manner. Customer shall permit removal of any Third Party Products installed by BlueHat on Customer's system upon BlueHat's reasonable request. BlueHat makes no representation or warranty regarding Third Party Products except that BlueHat has the right to use or provide the Third Party Products. Customer may be required to separately agree to the Third Party Products' end

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user license agreement and/or terms of use, and in such case, Customer shall be responsible for complying with all such agreements/terms of use, and failure to so comply shall be a breach of this Agreement. In the event of a conflict between the agreements/terms of use for Third Party Products and this Agreement, this Agreement shall control and supersede conflicting terms. The vendors providing the Third Party Products shall be recognized as third party beneficiaries of this Agreement, and shall be entitled to enforce the Agreement against Customer. In the event that BlueHat distributes or otherwise provides for Customer's use any open source software as part of the Services, such open source software is subject to the terms of the applicable open source license. To the extent that there is a conflict between this Agreement and the terms of the applicable open source license, the open source license shall control.

(c)	***Customer Software.*** If Customer uses any non-BlueHat provided software on Customer's system, Customer represents and warrants to BlueHat that Customer has the legal right to use the software. If BlueHat has agreed to install, patch, or otherwise manage software in reliance on Customer's license with a vendor, then Customer represents and warrants that it has a written license agreement with the vendor that permits BlueHat to perform these activities. BlueHat's obligation to install, patch, or otherwise manage Customer-provided software is strictly contingent on Customer maintaining original software vendor support or other similar authorized support that provides a services request escalation path, access to patching, and software upgrades, as applicable. Upon BlueHat's reasonable request, Customer shall certify in writing that Customer is in compliance with the requirements of this section and any other software license restrictions that are part of the Agreement and shall provide the required evidence of compliance. If Customer fails to provide the required evidence of licensing to BlueHat, and continues to use the third party software, BlueHat may (i) charge Customer its standard fee for the use of the software in reliance on BlueHat's licensing arrangement with the vendor until such time as the required evidence is provided, or (ii) suspend or terminate the applicable Services.

(d)	***Remedy for Infringement.*** If the delivery of the Services infringes the intellectual property rights of a third party and BlueHat determines that it is not reasonably or commercially practicable to obtain the right to use the infringing element, then BlueHat may terminate the infringing Services upon at least 90 days' notice and shall refund fees that have been prepaid for unused Services, prorated to what would have been the end of the term of the relevant Schedule. Customer's exclusive remedy for infringement shall be recovery of the refund set forth in this Section.

9.	**Warranty; Disclaimer of Warranties.**

(a)	***Mutual Warranties.*** The Parties each warrant and represent that (i) it has all the authority and power necessary to execute, deliver, and perform this Agreement and to grant the rights granted herein and in the Schedules without the need to obtain further consent of any person or entity; (ii) neither the execution, delivery nor performance of the Services will be, or result in, a breach or contravention of any other contract, obligation, or agreement of such Party; (iii) to the Party's knowledge, the Services shall not infringe on the intellectual property rights of any third party; (iv) it is in compliance with all laws, rules and regulations applicable to its performance under this Agreement.

(b)   ***BlueHat Warranty.*** BlueHat will perform all Services in a professional and workmanlike manner, in accordance with generally accepted standards in the industry to which the Services pertain. BlueHat makes no commitment to provide any services other than the Services specified in one or more Schedules. For Services containing a service level, Customer's sole and exclusive remedy for a service level failure shall be set forth in the applicable Schedule. If Customer otherwise concludes that this warranty has been breached, Customer shall immediately notify BlueHat in writing with a description of the nature of the breach, and BlueHat shall take commercially reasonable efforts to correct affected Services in order to comply with the warranty. If BlueHat is unable to cure the breach, Customer may terminate the Agreement upon at least 30 days' notice, as its exclusive remedy for breach of warranty.

(c)   ***Third Party Warranties.*** BlueHat makes no representations or warranties regarding any third party services provided under this Agreement, but passes through to Customer the applicable terms and conditions of the third party.

(d)   ***Disclaimer of Warranties.*** EXCEPT AS PROVIDED IN THIS SECTION, BLUEHAT MAKES NO OTHER WARRANTIES WHATSOEVER WITH RESPECT TO THE SERVICES, THE SERVICES PROVIDED UNDER THE AGREEMENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS, AND BLUEHAT EXPLICITLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, BLUEHAT DOES NOT WARRANT THAT THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT CUSTOMER WILL NOT EXPERIENCE BREACHES OF SECURITY DUE TO THE INTERNET BEING INHERENTLY INSECURE. BLUEHAT FURTHER MAKES NO WARRANTY AS TO THE ACCURACY, RELIABILITY, OR CONTENT OF ANY INFORMATION, SERVICES, OR MERCHANDISE CONTAINED IN OR PROVIDED THROUGH THE SERVICES. NO REPRESENTATION OR STATEMENT NOT CONTAINED IN THE AGREEMENT POSTED ON BLUEHAT'S WEBSITE AS OF THE DATE OF A SCHEDULE SHALL BE BINDING UPON BLUEHAT AS A WARRANTY OR OTHERWISE. WITHOUT LIMITING THE FOREGOING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, BLUEHAT DISCLAIMS ALL RESPONSIBILITY FOR ANY SITUATION WHERE THE SECURITY, AVAILABILITY, OR STABILITY OF THE SERVICES IS COMPROMISED BY: (i) ACTIONS OF CUSTOMER OR ANY END USER; (ii) SOFTWARE PROVIDED BY CUSTOMER; (iii) ACTIONS TAKEN BY BLUEHAT WHICH ARE REQUESTED BY CUSTOMER AND NOT BASED ON THE ADVICE OR RECOMMENDATION OF BLUEHAT. BLUEHAT SHALL NOT BE LIABLE FOR ANY FAILURE TO COMPLY WITH ITS OBLIGATIONS IN THE AGREEMENT TO THE EXTENT THAT SUCH FAILURE ARISES FROM A FAILURE OF CUSTOMER TO COMPLY WITH ITS OBLIGATIONS UNDER THIS AGREEMENT. BLUEHAT IS NOT RESPONSIBLE TO CUSTOMER OR ANY THIRD PARTY FOR UNAUTHORIZED ACCESS TO CUSTOMER DATA OR FOR UNAUTHORIZED USE OF THE SERVICES THAT IS NOT SOLELY CAUSED BY BLUEHAT'S FAILURE TO MEET ITS SECURITY OBLIGATIONS AS SPECIFIED HEREIN.

10.   **Limitations on Liability.** IN NO EVENT SHALL BLUEHAT BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM ANY BREACH OF THIS AGREEMENT, HOWEVER CAUSED AND UNDER WHATEVER THEORY OF LIABILITY, INCLUDING WITHOUT LIMITATION ANY DAMAGE BASED ON LOSS OF PROFIT, LOSS OF BUSINESS, LOSS OR CORRUPTION OF DATA. BLUEHAT SHALL FURTHER NOT BE LIABLE FOR FAILURE TO PROVIDE, OR DELAYS IN PROVIDING, SERVICES HEREUNDER, IF DUE TO ANY CAUSE BEYOND BLUEHAT'S REASONABLE CONTROL. WITHOUT LIMITING THE IMMEDIATELY PRECEDING SENTENCE, BLUEHAT'S TOTAL LIABILITY WILL NOT EXCEED THE PAYMENTS RECEIVED FROM CUSTOMER IN THE PREVIOUS TWELVE (12) MONTH PERIOD. NEITHER PARTY MAY BRING PROCEEDINGS MORE THAN TWELVE (12) MONTHS AFTER DISCOVERY OF THE EVENT CAUSING THE ALLEGED DAMAGE OR LIABILITY.

11.   **Indemnification.** Customer agrees to indemnify, defend and hold harmless BlueHat and its affiliated companies, and each of their respective officers, directors, employees, shareholders, attorneys, consultants, and agents (each, and Indemnified Party) from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings, and expenses (including, but not limited to, reasonable attorney's fees) threatened, asserted, or filed by a third party against any Indemnified Party arising out of or relating to (a) Customer's use of the Services; (b) Customer's violation of this Agreement, any Schedule, and/or the Authorized Use Policy, (c) Customer's violation of the terms of use of any Third Party Products; or (d) any acts or omissions of Customer.

12.   **Insurance.** Each Party shall purchase appropriate property damage, business interruption and cyber liability insurance to protect its software, hardware, and data against risk of loss, including without limitation theft, fire, water and earthquake damage, and lost revenue in the event of natural disaster, prolonged disruption, intrusion or catastrophe.

13.   **Notices.** BlueHat may provide you with information regarding the Services in electronic form, via email to the address you provide. Notice via email is given deemed delivered as of the transmission date. You may not use the Services if you do not agree to receive these electronic notices. Other notices, requests, demands, or other communications required in this Agreement shall be in writing and shall be either personally delivered, sent by overnight national courier service, or sent by registered mail, return-receipt requested. A notice shall be deemed delivered on the date of delivery if delivered by personal delivery, on the next business day if sent by overnight national courier service and on the third business day following dispatch if sent by registered mail, return-receipt requested.

14.   **Miscellaneous.**

(a)   *Meaning of Terms*. Any capitalized term which is defined in this Agreement shall have the same meaning when used in any Service Schedule, unless the language or context requires otherwise.

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(b)   ***Independent Contractors.*** The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever, except to the extent that Customer designates BlueHat as its agent to work with third parties for the limited purpose of performing Services under this Agreement. Nothing in this Agreement prevents BlueHat from marketing, developing, using and performing similar services to other customers.

(c)   ***Complete Agreement and Merger***. The Parties agree that this Agreement, all Schedules, and related Order Forms are the complete and exclusive statement of the agreement of the Parties with respect to the subject matter hereof and that this Agreement and any applicable Schedule supersede(s) and merge(s) all prior and contemporaneous proposals, understandings, specifications, and agreements, whether oral or written, between the Parties with respect to the subject matter hereof. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns. Nothing in this Agreement is intended or shall be construed to confer upon or to give any person other than the Parties hereto any rights or remedies under or by reason of this Agreement.

(d)   ***Non-Waiver.*** No failure or delay by either Party in exercising any right hereunder will be construed as a waiver of such right or any other rights hereunder. No waiver of any right hereunder will be effective unless it is expressed in writing and signed by the waiving Party.

(e)   ***Amendment by Authorized Writing Only.*** This Agreement may not be amended or modified except in writing and such writing must be signed by an authorized agent of the Party against whom the amendment or modification is sought to be enforced. Notwithstanding the foregoing, and except as Customer and BlueHat may agree in a mutually-executed addendum, a provision of this Agreement may also be amended by posting the change to this website, provided that BlueHat shall provide notice of modifications to material terms to Customer at Customer's email address.

(f)   ***Representations of Authority.*** Each person who enters into this Agreement individually represents that he or she has authority to bind to this Agreement the Party on whose behalf he or she is entering into the Agreement.

(g)   ***Assignment.*** Neither Party may assign or transfer this Agreement or any of the rights or obligations hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided that this shall not restrict BlueHat's assignment of rights or responsibilities to a parent, subsidiary or affiliate, shall further not restrict BlueHat's delegation of duties to subcontractors; and shall not prevent assignment of the Agreement by BlueHat to its successor in the event of the sale of substantially all of its business or assets. Any assignment in contravention of this provision shall be void. Subject to the foregoing, all of the terms, conditions and provisions of the Agreement shall be binding upon and shall inure to the benefit of each Party's successors and permitted assigns.

(h)   ***Enforceability.*** If any part of this Agreement is unenforceable for any reason, such unenforceability shall not affect the remainder of the Agreement, which shall be given full force and effect and which shall be construed to give effect to the manifest intention of the Parties as reflected in this written Agreement as fully as possible consistent with the finding of partial unenforceability.

(i)   ***Remedies.*** Unless specified in this Agreement, all rights, remedies and powers of a Party are irrevocable and cumulative, and not alternative or exclusive, and shall be in addition to all other rights, remedies and powers given hereby or any laws no existing or hereafter enacted. In the event of a dispute, the Parties will first make a good faith effort to resolve disputes through information negotiation and discussion. Any controversy or claim arising out of or relating to this Agreement or the breach thereof (other than violations of Sections 5, 6 or 8) shall be settled by arbitration administered by an arbitrator mutually agreed to by both parties or if an agreement cannot be reached, then by the American Arbitration Association.   The arbitration shall be conducted in accordance with the then-existing Commercial Arbitration Rules, including Emergency Interim Relief Procedures, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.   Each Party acknowledges and agrees that if it breaches any obligations here under, the other Party may suffer immediate and irreparable harm, for which monetary damages alone shall not be a sufficient remedy, and that, in addition to all other remedies that the non-breaching Party may have, the non-breaching Party shall be entitled to seek injunctive relief, specific performance or any other form of relief in a court of competent jurisdiction, including, but not limited to, equitable relief, to remedy a breach or threatened breach hereof by the breaching Party and to enforce this Agreement, and the breaching Party hereby waives any requirement for the securing or posting of any bond in connection with such remedy. Either party may seek injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either party also may, without waiving any remedy under this agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that party, pending the establishment of the arbitral tribunal, or pending the arbitral tribunal's determination of the merits of the controversy. Where applicable, each party hereby waives its respective rights to a jury trial of any claim or cause of action relating to or arising out of this Agreement.

(j)   ***Governing Law/Jurisdiction.*** This Agreement shall be governed by and construed in accordance with the substantive law of the State of Michigan, without regard to that State's choice of law rules. The Parties acknowledge and agree that this Agreement relates solely to the performance of services (not the sale of goods) and, accordingly, will not be governed by the Uniform Commercial Code of any state. The Parties acknowledge that they have read and understand this clause and agree voluntarily to its terms. Disputes will be brought in Kent County, Michigan, and the Parties agree to the exclusive jurisdiction of and venue therein.. BlueHat makes no representation or warranty that the Services are appropriate in every country or jurisdiction, and access to the Services from countries or jurisdictions where such Services would be illegal is prohibited. Customers who choose to access the Services are responsible for compliance with all local laws, rules and regulations.

(k)   ***Export Laws.*** Customer must comply with all applicable export laws, including the U.S. Export Administration Regulations, the International Traffic in Arms

Regulations, as well as end-user, end-use and destination restrictions issued by the United States or other governments. If Customer accesses the services from other countries or jurisdictions, Customer does so on Customer's own initiative, and Customer is responsible with the local laws of that jurisdiction.

(l)   ***Captions.***   The captions and section headings in this Agreement are inserted for convenience only; they are not an operative part hereof, and they do not define, limit or describe the scope or intent of this Agreement or any of its provisions.

(m)   ***Counterparts/Signatures.***   The Order Form and any other documents requiring signature may be executed in one or more counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same instrument. Any signature delivered by facsimile or electronic means shall be treated for all purposes as an original.

(n)   ***Force Majeure.***   Neither Party will be liable under this Agreement for any failure to comply with the provisions of this Agreement, other than of payment, caused by causes beyond its reasonable control that could not have been reasonably foreseen or that are not able to be overcome by the exercise of reasonable care, proper precautions or consideration of reasonable alternatives (including without limitation flood, war, riot, act of terrorism, act of military, civil, or regulatory authority, act of God, pandemic, or natural disaster), and such failure shall not constitute an event or default or breach of this Agreement. In such situations, performance is not excused but is merely delayed for the duration of such circumstances plus a reasonable amount of time. If one Party's nonperformance pursuant to this Section is in effect for longer than thirty (30) consecutive days, the other Party may terminate the affected Schedule and/or this Agreement, provided that the other Party is unable to cure the failure within thirty (30) days of receipt of such notice. In the event of a force majeure pursuant to this paragraph, BlueHat is not required to provide Services during periods or at places where their safety or health could be in jeopardy. If the Services are substantially changed as the result of a force majeure pursuant to this paragraph, BlueHat will evaluate the need for a change in the scope of Services, and any related change in the fees charged for modified Services.

(o)   ***Survival.***   Sections 4(d), 5, 6, 8, 9 and 10, as well as such other sections as, by their intent or meaning, are intended to so survive, will survive expiration or termination of this Agreement.