

Online Master Security Services Agreement

THIS ONLINE MSSA IS PROVIDED ON A STRICTLY NON-NEGOTIABLE BASIS. CLIENT'S ELECTRONIC ACCEPTANCE OR USE OF SERVICES CONSTITUTES UNCONDITIONAL ACCEPTANCE OF ALL TERMS HEREIN.

This Online Master Security Services Agreement (the “**Online MSSA**”) is entered into between eSentire, Inc. (“**eSentire**”) with offices at 451 Phillip Street Unit 135, Waterloo, ON, Canada N2L 3X2 and the entity identified in the applicable Order Form (the “**Client**”), each a “**Party**” and together the “**Parties**.” This Online MSSA governs all Services provided by eSentire to Client and becomes effective upon Client’s electronic acceptance of this Online MSSA through eSentire’s online platform, execution of an Order Form referencing this Online MSSA, or other electronic acceptance mechanism. Each Order Form, together with this Online MSSA and any applicable Service Descriptions, constitutes the complete agreement between the Parties for the Services (collectively the “**Agreement**”).

1. Definitions

In addition to the capitalized terms defined elsewhere in the Agreement, the following terms will have the meanings ascribed to them in this Section 1.

“**Affiliate**” of a Party means any corporation or other legal entity that such Party directly or indirectly controls, is controlled by, or is under common control with. In this context, a Party “controls” a corporation or other entity if it or any combination of it and/or its Affiliates owns more than 50% of the voting rights for the board of directors or other mechanism of control for such corporation or other entity.

“**Client Data**” means (a) data, records, files of Client including e-mail sent or received by personnel of Client, and (b) all reports generated for or by Client as a result of the provision or use of the Services, except to the extent such reports contain eSentire Intellectual Property.

“**Confidential Information**” means any and all information disclosed by either Party (“**Disclosing Party**”) to the other (“**Receiving Party**”) that is not deemed public information, and that is marked “confidential” or “proprietary,” or similar designation or which the recipient knows or has reason to know is regarded by the Disclosing Party as such, including oral information. For the avoidance of doubt, Confidential Information does not include any information that the Receiving Party can demonstrate: (a) was known to it prior to its disclosure hereunder by the Disclosing Party; (b) is or becomes known through no wrongful act of the Receiving Party; (c) has been rightfully received from a third party without restriction or disclosure and without breach by such third party of a non-disclosure obligation; (d) is independently developed by the Receiving Party; or (e) has been approved for release by the Disclosing Party’s prior written authorization. For the avoidance of doubt, Confidential Information includes Personal Information.

“**Day**” or “**Days**” means calendar days, unless otherwise specified.

“**Effective Date**” means the date specified in the Order Form, or if no date is specified, the date of Client’s electronic acceptance of the Order Form or first use of Services, whichever occurs earlier.

“**Intellectual Property**” means (a) any rights provided under (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law or (v) any other statutory provision or common law principle applicable to the Agreement, including trade dress and trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how; and (b) any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing. eSentire’s Intellectual Property includes New Intellectual Property, as defined in Section 2.5 below.

“**Order Form**” means one or more ordering or purchasing document(s) (including a web form or submission) for Services that is executed or otherwise entered into by the Parties, that references applicable Service Description(s), and that references this Online MSSA, including any amendments or supplements to such Order Form.

“**Participating Affiliate**” means a Client Affiliate authorized by Client under eSentire’s processes to contract for Services in Participating Affiliate’s own name subject to the terms of the Agreement.

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“Personal Information” means information that can be used on its own or in combination with other information to identify, contact, or locate a particular individual, including but not limited to, name, address, telephone number, email address, IP address, place of birth, mother’s maiden name, sexual orientation, social insurance or social security numbers, credit history and score, financial records, password and login information, biometric data, medical records, health insurance number, employment information and driver’s license number, as applicable and/or as defined and protected by Requirements of Law.

“Requirements of Law” mean all laws, statutes, codes, acts, ordinances, orders, decrees, injunctions, by-laws, rules, regulations, official plans, permits, licenses, authorizations, directions, and agreements with any government authority, agency, body or department, whether federal, provincial, state, municipal or law of a jurisdiction outside Canada or the United States that now or at any time hereafter may be applicable to a Party in the performance of its obligations under the Agreement or any part of them (including all applicable privacy and data protection laws).

“Reseller” means a third party who is authorized by eSentire to resell eSentire Services to its customers.

“Service Descriptions” means any service descriptions or other provisions made available by eSentire through its website, online platform, or other electronic means, including those accessible via hyperlink or URL referenced in an Order Form.

“Services” means the services specified in the applicable Order Form.

“Systems” means any combination of hardware and software, including without limitation any telecommunication lines or other networking devices used to link such combination of hardware and software.

“Term” means the term of the Agreement, including the Initial Term and any Renewal Term(s) as defined or otherwise described in one or more Order Form(s).

2. Services, License Grants and Restrictions

- 2.1 Services. eSentire shall provide to Client the Services during the Term. eSentire personnel shall remain under the direction and control of eSentire.
- 2.2 Usage Restrictions. Except as expressly permitted by eSentire, Client will not (and will not allow any third party to): (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, or underlying structure, ideas, or algorithms of the software provided or used by eSentire in delivering the Services (**“Software”**) or the Services; (ii) copy or duplicate the Software or modify, translate, or create derivative works based on the Software; (iii) rent, lease, distribute, sublicense, resell, pledge, assign, or otherwise transfer, provide access to or encumber rights to Software or the other Services; or (iv) use the Services or Software for service bureau purposes or otherwise for the benefit of a third party. Client will use the Services solely in compliance with all Requirements of Laws.
- 2.3 Ownership and Use of Client Data. Except as provided below, eSentire expressly acknowledges and agrees that as between Client and eSentire, Client is the owner of and has exclusive rights, title, and interest in and to Client Data. Notwithstanding the foregoing, to the extent any reports provided by eSentire to Client hereunder (**“Reports”**) include any eSentire Intellectual Property including without limitation, the format of such Reports, eSentire shall retain all rights in and to such eSentire Intellectual Property. eSentire hereby grants to Client a nonexclusive, nontransferable, limited license to use such eSentire Intellectual Property solely for the purposes for which such Reports are provided by eSentire to Client pursuant to the Agreement. Client will not create derivative works based upon using, or incorporating any eSentire Intellectual Property, disassemble or reverse engineer, decompile or design around any eSentire Intellectual Property. eSentire will have the right to access and use such Client Data solely (i) as necessary to provide the Services and (ii) for trend analysis that may assist eSentire in the provision of its services in its business generally, provided that no such trend analysis will result in the disclosure of any Personal or Confidential Information about or from Client or its employees or customers. For clarity, the trend analysis is not the processing of Personal Information given that the information does not and cannot be used to identify an individual or even customer organization. eSentire will not retain, use, disclose, sell, or otherwise process Client Data for any purpose other than the specific purpose of performing the Services under the Agreement.

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- 2.4 Information Security. eSentire shall at all times throughout the Term, have in place and maintain appropriate technical and organizational measures against unauthorized or unlawful access to or processing of Client Data and against accidental loss or destruction of or damage to Client Data. Upon Client's written request, eSentire will provide a copy of the then-current SOC 2 Type 2 audit report(s) and other certifications and audit report(s), as applicable.
- 2.5 Freedom to Use Ideas. The ideas, formulae, algorithms, concepts, inventions, know how, improvements, discoveries, processes and other information and materials ("**New Intellectual Property**") developed during the course of performing Services for Client under the Agreement by eSentire and/or eSentire personnel will become the sole Intellectual Property of eSentire, except to the limited extent such New Intellectual Property contains Client Data. eSentire may use any such New Intellectual Property without limitation, including by or for its clients or customers other than Client, notwithstanding anything to the contrary contained in the Agreement.
- 2.6 Retention of Rights. Except for the rights expressly granted under this Section 2, eSentire, or its third-party vendor(s) or licensor(s), as applicable, retains all right, title, and interest in and to all Software, eSentire hardware and embedded proprietary software ("**Equipment**"), Services, and all Intellectual Property created, used, or provided by eSentire to Client pursuant to the Agreement. eSentire will also own all right, title, and interest in and to all modifications or derivatives of, and improvements to, Software, eSentire Equipment and Services. Client acknowledges that nothing contained herein will constitute an assignment or transfer of any such eSentire Intellectual Property to Client.
- 2.7 Update of the Services. eSentire reserves the right in future to make additions, changes, or updates to components of the Services (including end of life, removal of features) (collectively, "**Changes**"). If such components are no longer supported or made available by eSentire, eSentire will give Client at least 90 Days prior written notice of any planned, material Changes to the Services together with associated implementation timelines. If Client believes any Changes will have a material adverse impact on its use of such Services, and eSentire cannot reasonably mitigate the impact of such Changes within 30 Days after receipt of Client's written notice of such material adverse impact then Client may, following the end of such 30-Day period, terminate the affected Service(s) upon 60 Days prior written notice to eSentire.
- 2.8 Updates to Service Descriptions. Subject to Section 2.7, eSentire may update Service Descriptions from time to time. eSentire will maintain reasonable access to current Service Descriptions and will preserve prior versions for Client's reference. If eSentire makes material changes to Service Descriptions that adversely affect Client's rights or obligations, eSentire will provide Client with at least 30 Days prior written notice (which may be provided electronically). Client's continued use of the Services after such notice period shall constitute acceptance of the updated Service Descriptions.
- 2.9 Client Responsibilities. Client hereby agrees to perform its obligations as set forth in the applicable Order Form.

3. Fees and Payment Terms

- 3.1 Fees. The fees for Services are set forth on the Order Form (the "**Fees**"). In the event Client is purchasing Services from a Reseller, the fees for Services are set forth between the Reseller the Client, and Section 3.2 and Section 3.3 below shall not apply. If Client requests or eSentire (or Reseller if applicable) recommends additional Services, the Parties will execute a separate Order Form for such additional Services.
- 3.2 Invoicing. eSentire will invoice Client as indicated in the applicable Order Form and Client agrees to pay all invoices upon receipt. If Client in good faith believes that eSentire has billed Client incorrectly, Client must notify eSentire in writing no later than 30 Days after the date of such invoice. The Parties will cooperate in good faith to resolve any billing concern raised by Client within such 30-Day period. eSentire reserves the right to charge interest at the rate of the lesser of (i) 1.5% per month or (ii) the maximum amount allowed by law, in respect of invoiced amounts that have remained unpaid for more than 30 Days after the date of the applicable invoice. If eSentire pursues collection efforts against Client due to Client's failure to pay Fees when

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due hereunder, Client will pay eSentire's reasonable costs of collection, including any legal fees related thereto.

- 3.3 Taxes. All Fees and charges stated in the Agreement are exclusive of any applicable sales, use, value-added, excise, or similar taxes, including any levies, duties or similar governmental assessments ("**Taxes**"). Client shall be responsible for paying all applicable Taxes associated with its receipt of the Services under the Agreement, except for Taxes based on eSentire's net income. eSentire shall invoice Client for any applicable Taxes, and Client shall pay such Taxes unless Client provides eSentire with a valid tax exemption certificate authorized by the appropriate taxing authority. Where required, Client is responsible for self-assessment of and self-remission of any and all Taxes it is liable for not otherwise charged associated with the Agreement to the applicable collecting agency or party. If Client is required by law to withhold any Taxes from its payments to eSentire, Client will pay the required withholding itself and not reduce the amount paid to eSentire on account thereof. Client shall promptly notify eSentire of its tax status changes that may impact the taxation of Services provided under the Agreement. Each Party agrees to reasonably cooperate with the other to determine the appropriate tax treatment of transactions under the Agreement and to minimize applicable Taxes to the extent legally permissible.
- 3.4 Suspension of Services. eSentire reserves the right, but assumes no obligation, to suspend performance of the Services with immediate effect on written notice to Client in the event Client (or Reseller if applicable) is more than 30 Days overdue in making payments that have not been disputed in good faith.

4. Warranties

- 4.1 Mutual. Each Party represents and warrants to the other that it has the right to enter into the Agreement, and that the consent of no other person or entity is necessary for it to enter into or fully perform the Agreement.
- 4.2 eSentire Warranties. eSentire represents, warrants, and covenants to Client as follows:
- 4.2.1 the Services will be performed by qualified personnel in a good, workmanlike, professional manner and substantially in accordance with the applicable Service description provided in the applicable Order Form;
- 4.2.2 it is not under any contractual obligation that would preclude it from entering into the Agreement or providing the Services hereunder;
- 4.2.3 it is the owner or licensee of the Software used in providing the Services and has all rights necessary to grant the rights herein and to perform its obligations hereunder. In the event that the Software is held to or believed by eSentire to infringe third-party Intellectual Property, Client's sole remedy will be the remedy set forth in Section 9.1;
- 4.2.4 in performing its obligations under the Agreement, it will comply with all data protection laws applicable to eSentire in the performance of its obligations hereunder (which, for the avoidance of doubt, excludes any laws exclusively applicable to Client) and will use the same efforts to safeguard and prevent the misuse of all Personal Information disclosed to it under the Agreement or in the course of providing the Services as it does in protecting its own Confidential Information;
- 4.2.5 neither the Agreement nor the performance of or exercise of rights under the Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the Effective Date) to which eSentire is a party or by which it may be bound or constitute a default thereunder; and
- 4.2.6 deliverables will conform substantially to the specifications for the same, if any, set out in the applicable Order Form.
- 4.3 Client Warranties. Client represents, warrants, and covenants to eSentire as follows:

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- 4.3.1 it is duly organized and existing under the laws of its own jurisdiction and is not under any contractual obligation that would preclude it from entering into the Agreement or granting access to eSentire as provided herein to provide the Services;
- 4.3.2 in accessing and using the Services and in otherwise performing its obligations under the Agreement, Client will comply with all applicable Requirements of Law;
- 4.3.3 Client has all rights necessary to provide eSentire with access to Client Data and Systems for use in accordance with the terms of the Agreement, and eSentire's use of any Client Data in accordance with the terms of the Agreement will not violate the rights of any third party;
- 4.3.4 if Client (1) orders Services hereunder to be performed by eSentire with respect to any third-party devices, data, facilities, or environments or (2) deploys agents to third-party endpoints for purposes of Services ordered hereunder (collectively, "**Third Party Services**"), Client has obtained all required authorizations including, without limitation, the prior consent of all such third parties for any such Third Party Services; and
- 4.3.5 neither the Agreement nor the performance of or exercise of rights under the Agreement will violate, conflict with, or result in the breach of any term, condition, or provision of any agreement or legal obligation (whether or not existing at the Effective Date) to which Client is a party or by which it may be bound or constitute a default thereunder.
- 4.4 EXCEPT AS EXPRESSLY SET FORTH IN THE AGREEMENT, EACH PARTY HEREBY SPECIFICALLY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SUBJECT MATTER OF THE AGREEMENT, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CLIENT HEREBY ACKNOWLEDGES AND AGREES THAT, WHILE ESENTIRE WILL USE ITS BEST EFFORTS TO DETECT INAPPROPRIATE OR UNAUTHORIZED TRAFFIC OR CONTENT WITHIN CLIENT'S SYSTEMS AND NETWORK, DUE TO THE NATURE OF THE INTERNET AND ITS USERS, ESENTIRE DOES NOT WARRANT THAT IT WILL BE ABLE TO DETECT ALL SUCH CONTENT AND TRAFFIC.

5. Supply of Software and Hardware

- 5.1 To provide the Services, certain eSentire Equipment may be installed at Client's premises as set forth in the applicable Order Form. Client acknowledges and agrees that all such eSentire Equipment shall, at all times, be considered to be personal property of eSentire and its licensors and not Client's property or a part of Client's premises. Client will take all reasonable action to protect the eSentire Equipment from theft, damage, or destruction as if such hardware and software were owned by Client.
- 5.2 With Client's consent, eSentire, or its authorized third parties, may during normal business hours and upon reasonable notice, enter upon Client's premises and remove the eSentire Equipment, provided that such removal is not disruptive to the provision of the Services.
- 5.3 Client will not place or allow any lien or other encumbrance to be placed on such eSentire Equipment. Client will not remove the eSentire Equipment from its premises without the prior written consent of eSentire. Client authorizes eSentire to file any and all appropriate documentation, with no prior requirement to obtain Client's signature, to acknowledge and secure eSentire's ownership of such eSentire Equipment.

6. Term and Termination

- 6.1 The Term of the Agreement will commence on the Effective Date and continue for the duration specified in the applicable Order Form(s).
- 6.2 Termination for Breach. Without prejudice to any other rights or remedies which it may have, either Party may terminate the Agreement if the other Party fails to cure a material breach of the Agreement and such material breach remains uncured 30 Days after receiving written notice of the breach from the non-breaching Party. For the avoidance of doubt, this cure period will not apply to any Client failure to pay Fees due under

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the Agreement and not disputed in good faith; in addition to eSentire's remedies under Section 3.4, eSentire may immediately terminate the Agreement by written notice to Client if Client fails to pay any such Fees.

- 6.3 Insolvency. A Party may also terminate the Agreement, immediately by written notice to the other Party (i) if the other Party is declared insolvent or bankrupt by a court of competent jurisdiction; or (ii) if a petition is filed in any court of competent jurisdiction to declare the other Party bankrupt or for a reorganization under bankruptcy law or any similar statute and such petition is not dismissed within 60 Days after such filing or if a trustee in bankruptcy or a receiver or similar entity is appointed for the other Party or (iii) the affected Party has been unable to reasonably satisfy the other Party that it is able to perform its obligations in accordance with the Agreement and with no adverse impact to the other Party.

7. Effect of Termination

- 7.1 Upon termination of the Agreement, all rights granted by either Party to the other Party hereunder will revert to the granting Party, all licenses will terminate and Client's access to or use of the Services will immediately terminate, with the exception of eSentire's right to remove eSentire Equipment from Client's premises. All accrued rights to payment under the Agreement will survive termination.
- 7.2 Upon termination of the Agreement, Client will delete all copies of any related Software provided by eSentire and all related materials. At eSentire's request, Client agrees to certify the deletion of such Software and/or return of the related materials to eSentire in writing.
- 7.3 Within 30 Days after any termination of the Agreement, each Party will return to the other Party or destroy all Confidential Information of the other Party, at the receiving Party's option.
- 7.4 Within 30 Days after any termination of the Agreement, Client will return the eSentire Equipment to a location specified by eSentire, at Client's expense. Client acknowledges and agrees that, if Client does not deliver such eSentire Equipment within such 30-Day period, Client will pay eSentire a reasonable replacement charge per sensor to cover eSentire's costs to replace the eSentire Equipment.
- 7.5 Notwithstanding anything to the contrary in Sections 7.2 or 7.4 and following any termination of the Agreement, Client may continue to use any Reports provided by eSentire subject to the continuing application of Sections 2.2 and 2.3 to such Reports.

8. Liability Limitations

EXCLUDING LOSSES ARISING PURSUANT TO SECTION 9 OR FOR A PARTY'S GROSS NEGLIGENCE, WILLFUL OR INTENTIONAL MISCONDUCT OR FRAUD, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S LIABILITY TO THE OTHER HEREUNDER FOR ANY LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES, DEFICIENCIES, COSTS OR EXPENSES, INCLUDING THE REASONABLE FEES AND REASONABLE EXPENSES OF LEGAL COUNSEL, ACCOUNTANTS OR OTHER EXPERTS AND PROFESSIONAL ADVISERS (COLLECTIVELY, "**LOSS**"), ARISING FROM OR RELATING TO THE AGREEMENT OR THE PROVISION OF THE SERVICES HEREUNDER WILL NOT EXCEED THE AMOUNT PAID BY CLIENT TO ESENTIRE FOR THE SPECIFIC SERVICE TO WHICH SUCH CLAIM RELATES DURING THE TWELVE-MONTH PERIOD PRIOR TO THE DATE THE LOSS OCCURRED. IN THE EVENT CLIENT IS PURCHASING SERVICES THROUGH A RESELLER, EACH PARTY'S LIABILITY TO THE OTHER HEREUNDER FOR ANY LOSS (AS DEFINED ABOVE) WILL NOT EXCEED TWO HUNDRED FIFTY THOUSAND U.S. DOLLARS (USD\$250,000). REGARDLESS OF THE NATURE OF THE CLAIM OR THEORY OF LIABILITY (INCLUDING, WITHOUT LIMITATION, VIOLATION OF ANY REQUIREMENTS OF LAW, BREACH OF CONTRACT, STRICT LIABILITY, NEGLIGENCE OR OTHER TORT), NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY: INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (EVEN IF THE PARTY CAUSING SUCH LOSS OR DAMAGE HAS BEEN ADVISED OR HAD KNOWLEDGE OF THE POSSIBILITY OF SAME OR COULD REASONABLY HAVE FORESEEN SAME), INCLUDING LOST BUSINESS REVENUE, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF PROFITS OR FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS. FOR GREATER CERTAINTY, WHERE CLIENT RECEIVES SERVICES THROUGH A RESELLER, ESENTIRE WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER IN RESPECT OF ANY ACTS, OMISSIONS, REPRESENTATIONS OR WARRANTIES

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PROVIDED BY SUCH RESELLER. THE PARTIES AGREE THAT THIS SECTION 8 REPRESENTS A REASONABLE ALLOCATION OF RISK.

9. Indemnities

- 9.1 eSentire Intellectual Property Infringement Indemnity. eSentire will defend or settle, indemnify and hold Client and its Affiliates, subsidiaries, officers, directors, employees, agents and assigns, harmless from and against any third-party claim, suit or proceeding, and pay any damages awarded in a final judgment against Client, based on a claim that any eSentire Service or eSentire Equipment (for purposes of convenience in this Section 9, collectively “**Services**” or “**Service**”) as provided under the Agreement infringes any Canadian, United States, European Union, or United Kingdom copyright, patent right, trademark or similar proprietary right of any third party (a “**Third Party IP Claim**”). eSentire will also pay reasonable attorneys’ fees and expenses incurred in connection with such defense or settlement. Notwithstanding the foregoing, eSentire will have no indemnity obligation or liability hereunder to Client for any Third Party IP Claim which is due in whole or in part, directly or indirectly, to: (i) modification by Client or any third party acting on Client’s behalf or direction of the Services or associated technology, provision of the Services other than by eSentire or by another party at the direction or instruction of eSentire, including any portion of the Software or hardware provided to Client as part of the Services; or (ii) combination of eSentire’s Services with parts, equipment, software, devices or third-party services not provided by eSentire where such infringement would not exist but for such combination; or (iii) any willful misconduct or fraudulent action of Client or any third party acting on Client’s behalf or direction. For greater certainty, eSentire will not settle any Third Party IP Claim in a manner that attributes liability to Client without Client’s written consent (which consent will not unreasonably be withheld). In the event that the Services are held to or believed by eSentire to infringe any third party Canadian, United States, European Union, or United Kingdom copyright or patent right, eSentire will have the option to: (x) replace or modify the Services to be non-infringing, provided that such modification or replacement provides substantially similar features and functionality; (y) obtain for Client the right to continue using the Services; or (z) if both (x) and (y) are not reasonably practicable, terminate the Agreement on written notice to Client and refund to Client the prorata portion of the Fees paid to eSentire for the Services not provided by eSentire after the date eSentire received notice of the Third Party IP Claim. ESENTIRE WILL HAVE NO OBLIGATION TO CLIENT IF ANY ALLEGED THIRD PARTY IP CLAIM IS BASED UPON THE USE OF THE SERVICES FOR A PURPOSE FOR WHICH THE SERVICES WERE NOT INTENDED OR UPON USE OF ANYTHING OTHER THAN THE MOST CURRENT VERSION OF THE SERVICES.
- 9.2 Mutual General Indemnity. Each Party will defend or settle, indemnify and hold harmless the other Party and its Affiliates, subsidiaries, officers, directors, employees and agents (individually and collectively, “**Indemnitee**”) from and against any and all third-party claims, actions, damages, losses, liabilities and expenses (of whatever form or nature including, without limitation, reasonable attorneys’ fees and expenses and all costs of litigation), whether direct or indirect, alleging damages (each a “**Covered Claim**”) (i) to real or personal property or personal injury and caused by the gross negligence or willful or intentional misconduct of the indemnifying Party or its Affiliates, officers, directors, employees or agents (individually and collectively, “**Indemnitor**”); (ii) arising out of or relating to Indemnitor’s violation of any Requirements of Law; (iii) with respect to any Third Party Services, arising out of or relating to Client’s failure to obtain the required authorizations or third-party consents, or the adequacy of such consents; or (iv) with respect to Client’s indemnification obligations under this section, arising out of or relating to a Client Indemnitor’s failure to encrypt Confidential Information or Personal Information pursuant to Requirements of Law or the Agreement. Covered Claims exclude any claim alleging damages to the extent caused by the negligence, fraud, or willful misconduct of an Indemnitee or for which eSentire is responsible under Section 9.1.
- 9.3 Procedure. Indemnitor’s indemnity obligations under this Section 9 are contingent on the Indemnitee promptly notifying the Indemnitor in writing of any claim or threat thereof, promptly tendering to the Indemnitor sole control of the defense and any settlement of such claim, and providing to Indemnitor (at Indemnitor’s cost) any reasonable assistance necessary to such defense or settlement. Indemnitee will not be responsible for any settlement it does not approve in writing (which consent will not unreasonably be withheld).

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THIS SECTION 9 SETS FORTH THE PARTIES' ENTIRE LIABILITY, AND THE PARTIES' SOLE REMEDIES, IN THE EVENT OF ANY THIRD PARTY IP CLAIMS OR COVERED CLAIMS HEREUNDER.

10. Confidentiality

10.1 The Receiving Party:

- 10.1.1 will not, directly, or indirectly, use or disclose such Confidential Information or any part thereof to any person or entity or for any purpose whatsoever except as expressly permitted hereunder or unless and until expressly authorized to do so by the Disclosing Party;
- 10.1.2 will use, disclose, and reproduce the Confidential Information of the Disclosing Party only to the extent necessary to fulfill the Receiving Party's obligations or exercise its rights under the Agreement;
- 10.1.3 will promptly comply with requests made by the Disclosing Party to delete Confidential Information when such Confidential Information is no longer needed by the Receiving Party to perform its obligations hereunder;
- 10.1.4 will disclose the Confidential Information of the Disclosing Party only to those of its representatives, professional advisors, subcontractors and its Affiliates and their representatives, professional advisors and subcontractors (collectively, "**Representatives**" for purposes of this Section 10) who have a need to know such Confidential Information for the purposes of fulfilling the Receiving Party's obligations or exercising its rights under the Agreement, and who have assumed obligations of confidentiality equal to or greater than the obligations of the Receiving Party under this Section 10 with respect to the Confidential Information. In all cases, the Receiving Party will be responsible for any (a) loss or theft of, or unauthorized access to the Disclosing Party's Confidential Information or (b) violation of Requirements of Law applicable to Confidential Information by its Representatives;
- 10.1.5 will use reasonable efforts to treat, and to cause all of its Representatives to treat, the Disclosing Party's Confidential Information with at least the same degree of care the Receiving Party exercises in protecting its own Confidential Information and, in any event, with no less than a reasonable standard of care; and
- 10.1.6 will be entitled to disclose Confidential Information if such disclosure is required (i) by a court, administrative or regulatory body (including a stock exchange) of competent jurisdiction, whether as a result of any application made by the Receiving Party, a request made by an individual Data Subject, as defined in the General Data Protection Regulation, or (ii) pursuant to an investigation initiated by a regulatory body, other governmental authority or pursuant to court order, provided that the Receiving Party will:
 - 10.1.6.1 give prompt written notice of any such requirement for disclosure to the Disclosing Party so that the Disclosing Party may seek a protective order or other appropriate remedy or response;
 - 10.1.6.2 take such steps as are reasonably necessary and available to maintain the confidentiality of the Confidential Information by such court, administrative or regulatory body;
 - 10.1.6.3 in any event, make such disclosure only to the extent so legally required; and
 - 10.1.6.4 except as otherwise provided in the Agreement, not use, or disclose to third parties any Confidential Information of the Disclosing Party unless required by law or expressly consented to by the Disclosing Party.

11. General Provisions

- 11.1 Interpretation. In the Agreement: (i) words denoting the singular include the plural and vice versa and words denoting any gender include all genders; (ii) all usage of the word "including" or the phrase "e.g.," in the Agreement mean "including, without limitation," throughout the Agreement; (iii) all monetary amounts are expressed in United States dollars, unless expressly provided otherwise. Headings and the division of the Agreement into articles and sections are for convenience of reference only and is not intended to and will not

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affect the interpretation hereof. In the event of any conflict or inconsistency between the terms and conditions of the Agreement and the terms and conditions contained in an Order Form, the terms and conditions of the Order Form will take precedence.

- 11.2 No Licenses. Unless otherwise expressly provided in the Agreement, no licenses to any technology, trademarks, or any other Intellectual Property rights of a Party or any third party are granted by virtue of the Agreement.
- 11.3 Force Majeure. Either Party may be excused for any delay or failure to perform its duties and obligations hereunder to the extent such failure is caused by any circumstances beyond such Party's reasonable control including, but not limited to, acts of God, fire, flood, war, sabotage, terrorism, civil or military authority, labor disputes, accidents, power surges or failures, or internet connectivity (a "**Force Majeure Condition**"). The Party affected by the Force Majeure Condition will be excused from such performance for a period no longer than the delay or failure in performance caused by the Force Majeure Condition, provided such Party uses (i) industry standard procedures to minimize the disruption caused by and (ii) reasonable efforts to remove the cause(s) of the Force Majeure Condition.
- 11.4 Entire Agreement. The Agreement supersedes and cancels all previous agreements, proposals or representations related to the subject matter.
- 11.5 Assignment. A Party will not assign the Agreement without the prior written consent of the other Party. Notwithstanding the foregoing, a Party may assign the Agreement without such consent in connection with the transfer or sale of all or substantially all of its stock, assets or business. The assigning Party will give the other Party written notice of any such permitted Assignment within 30 Days after the closing date of such transfer or sale. Notwithstanding the foregoing, in order for any assignment to be effective, the assignee must agree in writing to be bound by the terms of the Agreement.
- 11.6 Severability. In the event that any provision of the Agreement is found to be illegal, void, or unenforceable, that provision will be enforced to the maximum extent permissible, and the remainder of the Agreement will remain in full force and effect.
- 11.7 Relationship of Parties. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement, and neither Party has any authority of any kind to bind the other in any respect whatsoever. Neither Party has any right to or will make any contracts, warranties or representations or assume or create any other obligations, express or implied, in the other Party's name or on its behalf.
- 11.8 Non-Exclusive Nature of Relationship. Notwithstanding anything to the contrary herein, nothing contained in the Agreement prohibits either Party from entering into a similar arrangement with a third party irrespective of the potential similarity thereof to services which might be provided by eSentire to Client.
- 11.9 No Third Party Beneficiaries; Inurement. There are no third party beneficiaries to the Agreement, except as may otherwise be provided herein. The Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.
- 11.10 Survival. Section 2.3 (Ownership and Use of Client Data), Section 2.5 (Freedom to Use Ideas), Section 2.6 (Retention of Rights), Section 8 (Liability Limitations), Section 9 (Indemnities), Section 10 (Confidentiality), Section 11 (General Provisions) and any other provisions which by their nature ought to survive termination of the Agreement will survive the termination of the Agreement.
- 11.11 Notices. All notices required or permitted under the Agreement shall be in writing and delivered by personal delivery, email, or courier service with delivery confirmation. Notices shall be sent to the addresses specified in this Online MSSA (in the case of eSentire) or the applicable Order Form(s) (in the case of Client) with a copy to by email to legal@esentire.com (in the case of eSentire) or to the contact email address for Client on the applicable Order Form(s) (in the case of Client). Either Party may change its notice address by written notice to the other Party.
- 11.12 Governing Law and Modification. The Agreement will be governed by and construed in accordance with the laws of the state of New York, without regard to its choice of law provisions. Any action seeking legal or equitable relief arising out of or relating to the Agreement will be brought only in the courts of state of New

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York. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement. Any changes to the Agreement, or any additional or different terms in Client's purchase orders, acknowledgments or other documents will have no effect and will not supersede the terms of the Agreement. Any modifications or amendments to the Agreement must be in writing and signed by both Parties.

- 11.13 Rights and Remedies. Except as specifically provided in the Agreement, the rights and remedies provided in the Agreement and all other rights and remedies available to either Party at law or in equity are, to the extent permitted by law, cumulative and not exclusive of any other right or remedy now or hereafter available at law or in equity, neither asserting a right nor employing a remedy will preclude the concurrent assertion of any other right or employment of any other remedy.
- 11.14 Further Assurances. Each Party will from time to time and at all times do such further acts and execute and deliver such further documents as may be reasonably required in order to evidence, carry out and give full effect to the terms, conditions, intent and meaning of the Agreement.
- 11.15 Non-Solicitation. Neither Party will solicit for employment, hire, or enter into any independent contractor or other similar relationship with any employee of the other Party who has been directly involved in the provision of any of the Services hereunder during the immediately preceding 12-month period without the express prior written consent of an authorized executive of such Party. This Section 11.15 will not prohibit either Party from hiring an employee of the other Party in response to an employment or contracting advertisement or other general solicitation not specifically targeted at such employee.
- 11.16 Electronic Acceptance. Client's electronic acceptance of any Order Form(s) shall constitute Client's binding agreement to the terms of the Agreement and shall have the same legal force and effect as a written signature. Client acknowledges that such electronic acceptance creates a legally binding obligation.