

FraudXchange General Terms and Conditions

These FraudXchange General Terms and Conditions (“**Agreement**”) govern Customer’s use of the Website and the purchase of Services from ThreatAdvice Cybersecurity Solutions, LLC (“**ThreatAdvice**”).

1. DEFINITIONS

“**Affiliate**” means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “**Control**,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“**Controller**” means the entity which determines the purposes and means of the Processing of Personal Data.

“**Customer**” means the customer legal entity that accepts this Agreement by (1) clicking a box indicating acceptance, or (2) executing an Order Form that references this Agreement.

“**Customer Data**” means electronic data and information submitted by Customer to the Website.

“**Data Subject**” means the identified or identifiable person to whom Personal Data relates.

“**Order Form**” means an ordering document for access to the Website and/or for Services entered into between Customer and ThreatAdvice or any of their Affiliates, including without limitation ordering documents labeled as *quotes* or *proposals*.

“**Personal Data**” means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as Personal Data or personally identifiable information under applicable data protection laws and regulations), where for each (i) or (ii), such data is Customer Data.

“**Processing**” or “**Process**” means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“**Processor**” means the entity which Processes Personal Data on behalf of the Controller.

“**Services**” means the services and products offered by ThreatAdvice through the Website, and any other services and/or products that are provided by ThreatAdvice to Customer under an Order Form.

“**User**” means an individual who is authorized by Customer to access and use the Website, and to whom Customer has supplied a user identification and password. Users may include employees, consultants, contractors, and agents of Customer.

“**User Contributions**” means content that is uploaded by Customer to the Website or otherwise provided by Customer to ThreatAdvice in relation to the provision of the Website and/or Services.

“**Website**” means the website currently operated by ThreatAdvice at www.fraudxchange.com under the “FraudXchange” name that allows end-users access to a digital exchange where financial institutions may share information regarding financial fraud and access various ThreatAdvice services and offerings, as updated, modified or limited by ThreatAdvice from time to time.

2. WEBSITE; SERVICES; RESPONSIBILITIES OF THE PARTIES

2.1 Website.

2.1.1 Set Up. Customer will identify to ThreatAdvice the Users authorized to utilize the Website by providing a written list of the names, email addresses and phone numbers of each authorized User. ThreatAdvice will create user accounts for each authorized User, using the authorized User’s email as a User ID and assigning a temporary password (the “Temporary Credentials”). Once the Temporary Credentials are assigned, ThreatAdvice will email each authorized User with instructions on how to access his or her account. When each authorized User accesses the Website using his/her Temporary Credentials, s/he will be required to create a new password and possibly to provide other information to verify the security of the User’s account (the resulting information will be each authorized User’s “User Credentials”). Once User Credentials are activated, the User is free to start using the Website in accordance with the Customer’s subscription. Customer is responsible for: (a) making all arrangements necessary for access to the Website; and (b) ensuring that all its authorized Users comply with this Agreement. Customer must keep all of its Customer information and authorized User information up to date at all times. Customer is responsible for ensuring that all its Users treat their User Credentials as confidential, and do not disclose their User Credentials to any other person or entity. Customer acknowledges that each of its Users’ account is personal to the User and may not be shared with any other person or entity. Customer is responsible for all activity on the Website its Users’ accounts. Customer agrees to immediately notify ThreatAdvice of any unauthorized access to or use of any of its Users’ accounts. Customer may not sell, assign, or otherwise transfer User Credentials to any third party. ThreatAdvice has the right to disable any User Credentials at any time, or suspend Customer’s access to the Website, in its sole discretion, for any or no reason, including if, in ThreatAdvice’s opinion, Customer has violated any provision of the Sections titled “User Contributions” and “Content Standards”, or if Customer has failed to make any payments in a timely manner.

2.1.2 Restrictions on Use. Customer may use the Website and any Services obtained through the Website only for lawful purposes and in accordance with this Agreement. Customer agrees not to use the Website and any Services obtained through the Website (a) in any way that violates any applicable federal, state, local or international law or regulation; (b) to send, knowingly receive, upload,

download, use or re-use any material which does not comply with the content standards set out in this Agreement; (c) to transmit, or procure the sending of, any advertising or promotional material, including any "junk mail", "chain letter" or "spam" or any other similar solicitation; (d) to impersonate or attempt to impersonate ThreatAdvice, a company employee, another user or any other person or entity (including, without limitation, by using email addresses or User Credentials associated with any of the foregoing); or (e) to engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website or Services, or which, as determined by ThreatAdvice, may harm ThreatAdvice or users of the Website or Services or expose them to liability. Additionally, Customer agrees not to, and to ensure that its authorized Users do not: (f) use the Website or Services in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website or Services, including their ability to engage in real time activities through the Website or Services; (g) use any robot, spider or other automatic device, process or means or any manual process or means to access the Website for any purpose, including monitoring or copying any of the material on the Website, its content, or any portion of the Services; (h) introduce any viruses, trojan horses, worms, logic bombs or other material which is malicious or technologically harmful; (i) attempt to gain unauthorized access to, interfere with, damage or disrupt any parts of the Website, the server on which the Website is stored, any server, computer or database connected to the Website or the Services; (j) attack the Website via a denial-of-service attack or a distributed denial-of-service attack or other means; or (k) otherwise attempt to interfere with the proper working of the Website or Services.

2.1.3 User Contributions. The Website may provide opportunities for Users to upload or provide User Contributions. All User Contributions must comply with all applicable laws and with the content standards set out in this Agreement. ThreatAdvice reserves the right but does not undertake to review User Contributions before they are posted on the Website, and ThreatAdvice assumes no liability for any action or inaction regarding transmissions, communications or User Contributions provided by Customer or any of its authorized Users, or any other customer or user. All statements and/or opinions expressed in User Contributions from any source, and all articles and responses to questions and other content, other than the content provided by ThreatAdvice, are solely the opinions and the responsibility of the person or entity providing such materials, and such materials do not necessarily reflect the opinion of ThreatAdvice. Customer represents and warrants that: (a) it or its authorized Users own or control all rights in and to the User Contributions and have the right to grant ThreatAdvice the rights specified herein; (b) that all User Contributions do and will comply with the terms of this Agreement and applicable laws and regulations; (c) that all submissions made to the Website through Customer's account are accurate to the best of the authorized User's knowledge; and (d) if Customer or its authorized Users provide a review, evaluation, or opinion of a product or service, the authorized User providing such review, evaluation or opinion is not an employee, contractor, agent, channel partner or director of the vendor of such product or service to its affiliate and otherwise has no pecuniary interest in such vendor, product or service (if Customer or the authorized User individually, receives any incentive from ThreatAdvice in exchange for providing a review, evaluation or opinion, that fact must be stated in the review, evaluation or opinion). All User Contributions are the sole responsibility of Customer and the posting User, and ThreatAdvice assumes no responsibility for the content, legality, reliability, accuracy, or appropriateness of any User Contributions. Customer agrees that it will not receive any compensation for the User Contributions submitted to ThreatAdvice through Customer's account. ThreatAdvice has the right to: (i) remove or refuse to post any User Contributions for any or no reason in its sole discretion; (ii) take any action with respect to any User Contributions that ThreatAdvice deems necessary or appropriate in its sole discretion, including if ThreatAdvice believes that such User Contribution violates this Agreement; (iii) take appropriate legal action, including without limitation, referral to law enforcement, for any illegal or unauthorized use of the Website or Services; or (iv) terminate or suspend Customer's or any of its authorized User's access to all or part of the Website or Services for any or no reason, including without limitation, any violation of this Agreement. ThreatAdvice has the right to fully cooperate with any law enforcement authorities or court order requesting or directing disclosure of the identity or other information of anyone posting any materials on or through the Website. **CUSTOMER WAIVES AND HOLDS HARMLESS THREATADVICE AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES, LICENSORS, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING OR AS A RESULT OF ITS INVESTIGATIONS AND FROM ANY ACTIONS TAKEN AS A CONSEQUENCE OF INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES. THREATADVICE WILL REPORT ANY ILLEGAL ACTIVITIES ON THE WEBSITE OR IN CONJUNCTION WITH THE SERVICES TO THE APPROPRIATE AUTHORITIES.**

2.1.4 Content Standards. All User Contributions must comply with all applicable federal, state, local and international laws and regulations. Without limiting the foregoing, User Contributions must not: (a) contain any material which is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory or otherwise objectionable; (b) promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; (c) infringe any patent, trademark, trade secret, copyright or other intellectual property or other rights of any other person or entity or violate confidentiality obligations owed to any other person or entity; (d) violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with this Agreement; (e) be likely to deceive any person; (f) promote any illegal activity, or advocate, promote or assist any unlawful act; (g) impersonate any person, or misrepresent your identity or affiliation with any person or organization; or (h) give the impression that they emanate from or are endorsed by ThreatAdvice or any other person or entity, if this is not the case.

2.1.5 Interactions and Transactions with other Users. If Customer elects to enter into a transaction with another user of the Website, the terms of such transaction and any liabilities associated with such transactions are solely between the Website users and not with ThreatAdvice. Customer agrees that ThreatAdvice is not responsible for any loss or damage incurred as the result of any such dealings or with respect to any other user's use or disclosure of information about Customer that Customer has provided to publicly available sections of the Website or Services. If there is a dispute between Customer and any third party (including all other users) ThreatAdvice is under no obligation to become involved; however, ThreatAdvice reserves the right, but has no obligation, to monitor disputes between customers and others related to the Website, the Services, or any transactions resulting therefrom.

2.1.6 Links from the Website. The Website may contain links to other sites and resources provided by third parties. These links are provided for convenience only, and ThreatAdvice has no control over the contents of those sites or resources and accepts no responsibility for them or for any loss or damage that may arise from Customer's use of them. These third-party sites have their own

terms and privacy policies and are not subject to the terms of this Agreement or ThreatAdvice's Privacy Policy. If Customer decides to access any of the third-party websites linked to this Website, Customer does so entirely at its own risk and subject to the terms and conditions of use for such websites.

2.1.7 Geographic Restrictions. ThreatAdvice is based in the state of Alabama in the United States. ThreatAdvice provides the Website and the Services for use only by persons located in the United States. ThreatAdvice makes no claims that the Website, the Services, or their content are accessible or appropriate outside of the United States. Access to the Website or use of the Services may not be legal by certain persons or in certain countries. If Customer is located outside the United States, Customer accesses the Website and uses the Services on its own initiative and is responsible for compliance with all applicable laws.

2.1.8 Authorized Means of Communications. Customer acknowledges and agrees that communications between ThreatAdvice and Customer may take several forms, including via electronic means such as sending emails or completing information requests on the Website. Customer agrees that ThreatAdvice may contact Customer by email, a phone number, or other means that Customer has provided to ThreatAdvice and Customer consents to ThreatAdvice recording or monitoring such phone calls for quality assurance and/or training purposes.

2.1.9 Website Features.

(a) File Transmission. To provide dark web monitoring of customer (member) and account data, the Customer agrees to provide certain data to ThreatAdvice. ThreatAdvice requires automated data extracts in CSV (comma delimited) format from the Customer containing the data to be monitored (emails, phone numbers, account numbers, card numbers, etc). ThreatAdvice will provide the CSV file extract format and field definitions to the Customer. The data files must be transmitted over secure, encrypted communication channels using standard secure protocols such as SFTP (SSH) or HTTPS.

(b) Case Management. The Website provides a web-based user interface to report a fraudulent transaction or a fraudulent account holder. The Website will allow secure message communication between member institution personnel regarding individual cases involving both institutions.

(c) Search. The Website provides a global search feature which allows searching within the "FraudXchange" network for known instances of fraud with specific accounts, names, addresses or other demographic information.

(d) User Management. The Website allows the Customer to manage its own user access via the web-based user interface.

(e) Fraud Training Platform. The Website provides a web-based user interface allowing registered Customer users to access instructional courses on fraud and techniques for detecting fraud.

(f) Automated Monitoring. The Website monitors known dark web sources with data provided by the Customer and provides reports and notifications, as described below, to the Customer when data is matched against dark web sources.

(g) Alerts and Notifications. The Website allows individual users of the Customer to receive email notifications in real-time whenever a fraud case is reported in the Website which references the Customer as the bank of first deposit (BOFD) or the payor.

2.2 Employee Screening. ThreatAdvice will subject all employees to pre-employment screening in the form of a drug use screening, a seven (7) year background check of felony and misdemeanor convictions (federal, state, and county), searches of U.S Government Specialty Designated National and export denial lists and relevant national and state sex offender registries, and verification of an individual's citizenship and legal right to work.

2.3 Insurance. During the term of this Agreement, ThreatAdvice will maintain not less than the following insurance:

(a) Commercial General Liability insurance, including bodily injury, property damage, and personal injury with limits not less than \$2,000,000 combined single limit per occurrence.

(b) Statutory Workers' Compensation insurance for any jurisdiction where work is performed by ThreatAdvice personnel who are engaged as a part of this agreement.

(c) Business Auto insurance covering owned, non-owned and hired autos with limits of not less than \$500,000 combined single limit per accident for bodily injury and property damage liability.

(d) Umbrella Liability insurance with limits of not less than \$5,000,000 combined single limit in excess of the above reference Commercial General Liability, Employer's Liability and Business Auto Liability.

(e) Technology Errors and Omissions and Cyber Liability covering the liability for financial loss due to error, omission, negligence of employees and Cyber Liability coverage for introduction of a computer virus onto, allowing unauthorized access to, denial of service, or otherwise causing damage to the System in an amount of at least \$1,000,000.

3. PROPRIETARY RIGHTS AND LICENSES

3.1 Reservation of Rights by ThreatAdvice.

3.1.1 Customer acknowledges and agrees that any ideas, concepts, know-how or techniques relating to the Website and Services provided under this Agreement or used by ThreatAdvice during the course of this Agreement, including, without limitation, software programs, screen layouts, graphics, report formats and use manuals are and shall remain the exclusive property of ThreatAdvice or its licensors. Subject to the limited rights expressly granted hereunder, ThreatAdvice, its Affiliates, and its licensors reserve all their rights, title, and interest in and to the Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

3.1.2 The ThreatAdvice name and logo and all related names, logos, product and service names, designs and slogans are trademarks of ThreatAdvice, and Customer agrees not to use such marks without the prior written permission of ThreatAdvice. All other names, logos, product and service names, designs and slogans on the Website are the trademarks of their respective owners.

3.1.3 Customer agrees not to reproduce, decompile, disassemble, reverse engineer, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store or transmit any of the Services, including without limitation any material on the Website or in the Services provided through the Website and not to rent, lease, loan or sell access to the Services except as expressly permitted in this Agreement.

3.2 Licenses by Customer.

3.2.1 Customer grants ThreatAdvice and its Affiliates a worldwide, limited-term license to host, copy, use, transmit, and display any Customer Data, as necessary for ThreatAdvice to provide and ensure proper operation of the Website, Services, and associated systems in accordance with this Agreement.

3.2.2 Customer grants to ThreatAdvice and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use, copy, reproduce, modify, display, create derivative works of, distribute, disclose, and make and incorporate into its services and products any User Contribution, suggestion, enhancement request, recommendation, correction, or other feedback provided by Customer or Users relating to the operation of the Website or Services.

3.2.3 Subject to the limited licenses granted herein, ThreatAdvice acquires no right, title, or interest from Customer in or to any Customer Data or User Contribution.

4. FEES AND PAYMENT

4.1 Fees. Customer will pay all fees specified in Order Forms. Payment obligations are non-cancelable, and fees paid are non-refundable. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date.

4.2 Overdue Charges. If any invoiced amount is not received by ThreatAdvice by the due date, then without limiting ThreatAdvice's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

4.3 Suspension of Service. If any charge owing by Customer is 30 days or more overdue, ThreatAdvice may, without limiting its other rights and remedies, suspend access to the Website and Services until such amounts are paid in full.

4.4 Payment Disputes. ThreatAdvice will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

4.5 Taxes. ThreatAdvice's fees do not include any taxes, levies, duties, or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If ThreatAdvice has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, ThreatAdvice will invoice Customer and Customer will pay that amount unless Customer provides ThreatAdvice with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, ThreatAdvice is solely responsible for taxes assessable against it based on its income, property, and employees.

5. CONFIDENTIALITY

5.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data and excludes User Contributions; Confidential Information of ThreatAdvice includes the Website, the Services, any ideas, concepts, know-how or techniques relating to the Website or the Services or used by ThreatAdvice in the provision of the Website or Services, including, without limitation, software programs, screen layouts, graphics, report formats and use manuals, and the terms and conditions of this Agreement and all Order Forms (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional ThreatAdvice services.

5.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates, legal counsel and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, ThreatAdvice may disclose the terms of this Agreement and any applicable Order Form to a contractor to the extent necessary to perform ThreatAdvice's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

5.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

5.4 Personal Data. To the extent that Customer Data includes Personal Data, the following terms and conditions shall apply:

(a) The parties acknowledge and agree that regarding the Processing of Personal Data, Customer is a Controller or a Processor, and ThreatAdvice is a Processor.

(b) Customer shall, in its use of the Website and Services, Process Personal Data in accordance with the requirements of applicable data protection laws and regulations, including any applicable requirement to provide notice to Data Subjects of the use of ThreatAdvice as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with applicable data protection laws and regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and how Customer acquired Personal Data. Customer specifically acknowledges and agrees that its use of the Services will not violate the rights of any Data Subject.

(c) ThreatAdvice shall treat Personal Data as Confidential Information and shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Order Forms; (ii) Processing initiated by Users in their use of the Services; and (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.

(d) The subject-matter of Processing of Personal Data by ThreatAdvice is the provision of the Website and the performance of the Services pursuant to this Agreement.

(e) Customer acknowledges and agrees that (a) ThreatAdvice's Affiliates may be retained as sub-Processors; and (b) each of ThreatAdvice and its Affiliates may engage third-party sub-Processors in connection with the provision of the Website and/or the Services. ThreatAdvice will identify in each Order Form the sub-Processors engaged in Processing Personal Data for the performance of the applicable Service.

6. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

6.1 Mutual Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

6.2 ThreatAdvice Warranties.

6.2.1 Website. CUSTOMER'S USE OF THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT CUSTOMER'S OWN RISK. THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. ANY RELIANCE CUSTOMER PLACES ON INFORMATION THAT IT OBTAINS THROUGH THE WEBSITE, ITS CONTENT AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS STRICTLY AT CUSTOMER'S OWN RISK, AND THREATADVICE DISCLAIMS ALL LIABILITY AND RESPONSIBILITY ARISING FROM ANY RELIANCE PLACED ON SUCH MATERIALS BY CUSTOMER OR ANY OF ITS AUTHORIZED USERS. NEITHER THREATADVICE NOR ANY PERSON ASSOCIATED WITH THREATADVICE MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF THE WEBSITE OR THE SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER THREATADVICE NOR ANYONE ASSOCIATED WITH THREATADVICE REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT THE WEBSITE, THE SERVICES, OR THE SERVER THAT MAKES THEM AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET CUSTOMER'S NEEDS OR EXPECTATIONS. THREATADVICE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT ITS OR

CUSTOMER'S COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO CUSTOMER'S USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO CUSTOMER'S DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

6.2.2 Professional Services. ThreatAdvice warrants that any professional services which Customer orders under an Order Form will be performed in a good and workmanlike manner, in accordance with industry standards. For any breach of the foregoing warranty, as Customer's exclusive remedy, ThreatAdvice will reperform the non-conforming services at no additional charge to Customer, provided ThreatAdvice has received written notice from Customer within thirty (30) calendar days after completion of the allegedly non-conforming services.

6.3 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. SERVICES PROVIDED FREE OF CHARGE ARE PROVIDED "AS IS," AND "AS-AVAILABLE" EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

7. INDEMNIFICATION

7.1 Indemnification by ThreatAdvice. ThreatAdvice will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that the Website or any Service infringes or misappropriates such third party's intellectual property rights (a "Claim Against Customer"), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by ThreatAdvice in writing of, a Claim Against Customer, provided Customer (a) promptly gives ThreatAdvice written notice of the Claim Against Customer, (b) gives ThreatAdvice sole control of the defense and settlement of the Claim Against Customer (except that ThreatAdvice may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives ThreatAdvice all reasonable assistance, at ThreatAdvice's expense. If ThreatAdvice receives information about an infringement or misappropriation claim related to the Website or a Service, ThreatAdvice may in its discretion and at no cost to Customer (i) modify the Website or Services so that they are no longer claimed to infringe or misappropriate, without breaching ThreatAdvice's warranties under "ThreatAdvice Warranties" above, (ii) obtain a license for Customer's continued use of the Website or the Service in accordance with this Agreement, or (iii) terminate Customer's subscriptions for the Website or the Service upon 30 days' written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated subscriptions. The above defense and indemnification obligations do not apply if (I) the allegation does not state with specificity that the Website or Services are the basis of the Claim Against Customer; (II) a Claim Against Customer arises from the use or combination of the Website or Services or any part thereof with software, hardware, data, or processes not provided by ThreatAdvice, if the Website or Services or use thereof would not infringe without such combination; (III) a Claim Against Customer arises under an Order Form for which there is no charge; (IV) a Claim against Customer arises from Customer's breach of this Agreement or applicable Order Forms, or (V) a Claim against Customer relates to hardware or other products provided by ThreatAdvice but not manufactured by ThreatAdvice (with the understanding that, to the extent that ThreatAdvice is contractually permitted to do so, ThreatAdvice will pass-through to Customer any indemnifications of the original manufacturer or vendor of hardware).

7.2 Indemnification by Customer. Customer will defend ThreatAdvice and its Affiliates against any claim, demand, suit or proceeding made or brought against ThreatAdvice by a third party arising from (i) Customer's use of the Website or Services in an unlawful manner or in violation of the Agreement or applicable Order Form, or (ii) any Customer Data, User Contribution, or Customer's use of Customer Data or User Contribution with the Website or Services (each a "Claim Against ThreatAdvice"), and will indemnify ThreatAdvice from any damages, attorney fees and costs finally awarded against ThreatAdvice as a result of, or for any amounts paid by ThreatAdvice under a settlement approved by Customer in writing of, a Claim Against ThreatAdvice, provided ThreatAdvice (A) promptly gives Customer written notice of the Claim Against ThreatAdvice, (B) gives Customer sole control of the defense and settlement of the Claim Against ThreatAdvice (except that Customer may not settle any Claim Against ThreatAdvice unless it unconditionally releases ThreatAdvice of all liability), and (C) gives Customer all reasonable assistance, at Customer's expense. The above defense and indemnification obligations do not apply if a Claim Against ThreatAdvice arises from ThreatAdvice's breach of this Agreement or applicable Order Forms.

7.3 Exclusive Remedy. This "Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third-party claim described in this section.

8. LIMITATION OF LIABILITY

8.1 Limitation of Liability. EXCEPT FOR (I) DAMAGES RESULTING FROM A PARTY'S GROSS NEGLIGENCE, FRAUD OR WILLFUL MISCONDUCT, (II) AMOUNTS PAYABLE UNDER A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THE "INDEMNIFICATION" ABOVE, AND (III) DAMAGES ARISING FROM BREACHES OF A PARTY'S OBLIGATIONS UNDER THE "CONFIDENTIALITY" SECTION ABOVE RESULTING IN THE UNAUTHORIZED DISCLOSURE OF CONFIDENTIAL INFORMATION, FOR WHICH THE AGGREGATE LIABILITY HEREUNDER FOR EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES SHALL NOT EXCEED THREE TIMES (3X) THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES UNDER THE APPLICABLE ORDER FORM FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY AROSE, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF EACH PARTY TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES UNDER THE APPLICABLE ORDER FORM FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY

BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE.

8.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

9. TERM AND TERMINATION

9.1 Term of Agreement. This Agreement commences on the date Customer first accepts it and continues until all Order Forms hereunder have expired or have been terminated.

9.2 Term of Subscriptions. The term of each Order Form shall be as specified in the applicable Order Form (the "Term"). Except as otherwise specified in an Order Form, the Term of an Order Form will automatically renew for additional one-year terms at then current pricing, unless either party gives the other written notice (email acceptable) at least 60 days before the end of the relevant subscription term.

9.3 Termination. A party may terminate this an Order Form, or this Agreement, for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

9.4 Refund or Payment upon Termination. If an Order Form, or this Agreement, is terminated by Customer in accordance with the "Termination" section above, ThreatAdvice will refund Customer any prepaid fees covering the remainder of the term of all terminated Order Forms after the effective date of termination. If an Order Form, or this Agreement, is terminated by ThreatAdvice in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the term of all terminated Order Forms to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to ThreatAdvice for the period prior to the effective date of termination.

9.5 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as ThreatAdvice retains possession of Customer Data.

10. GENERAL PROVISIONS

10.1 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between ThreatAdvice and Customer and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter, and, except as expressly provided herein, may not be modified except in a writing signed by both parties. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, and (2) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

10.2 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

10.3 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

10.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

10.5 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, ThreatAdvice will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns. Customer acknowledges and agrees that ThreatAdvice may, in its reasonable discretion, use subcontractors to perform any of its obligations hereunder, with the understanding that ThreatAdvice will be responsible for the performance of its subcontractors.

10.6 Force Majeure. Neither party will be held accountable for failures and delays in performance caused by governmental proclamations, ordinances, or regulations, strikes, lockouts, public disorders, transportation failures, floods, unusually severe weather,

fires, explosions, Acts of God, pandemics, epidemics or other catastrophes beyond their reasonable control and where they are not at fault.

10.7 Notices. Customer shall notify its ThreatAdvice account team regarding any routine communications pertaining to the Services via ThreatAdvice's portal or through electronic mail. All Customer notices for non-routine legal matters, such as termination of the Agreement for breach, or indemnification, should send it by Certified United States mail to:

ThreatAdvice
Attn: Chief Financial Officer
850 Corporate Parkway, Suite 110
Birmingham, AL 35242

ThreatAdvice's routine communications regarding the Services and legal notices will be sent to the individual(s) Customer designates as its contact(s) by electronic mail. ThreatAdvice's notices for non-routine legal matters will be sent via Certified US Mail to the Customer at the address listed on the applicable Order Form.

10.8 Governing Law and Venue; Attorney's Fees. This Agreement shall be governed by the substantive and procedural laws of the State of Alabama. The parties agree to submit to the exclusive jurisdiction of, and venue in, the courts in Jefferson or Shelby County, Alabama, any dispute arising out or relating to this Agreement. In connection with any litigation arising from this Agreement, the prevailing party shall be entitled to recover all costs incurred, including but not limited to reasonable attorneys' fees for such litigation and any subsequent appeals.

10.9 Non-Solicitation. Customer acknowledges that ThreatAdvice has invested significant resources in recruiting, training and retaining its employees that provide Services to the Customer. During the Term of each Order Form and for a period of ninety (90) days after its expiration or termination, except as provided herein and subject to local law, Customer will not actively recruit, induce, or solicit for hire or employment, or cause or aid others to recruit, induce, or solicit for hire, any of the ThreatAdvice's employees assigned to work under the Order Form, without the prior written consent of ThreatAdvice. The phrase "actively recruit, induce, or solicit" will not include any employment of ThreatAdvice's personnel through the means of advertisements, job postings, job fairs and the like. In the event of any breach of this provision, Customer shall pay ThreatAdvice, as a one-time placement fee as compensation for the screening, hiring, and training costs incurred with respect to the placement of each such individual, a sum equal to six (6) months' salary for each individual hired, engaged or otherwise employed (but in no event more than Twenty-five Thousand and No/100 Dollars (\$25,000) for each such individual).