KEEPITSAFE TERMS AND CONDITIONS

These Terms and Conditions (the "T&Cs") and the Service Level Agreement attached as Exhibit A (the "SLA") are each expressly and fully incorporated by reference into the Agreement Cover Page or Services Agreement to which they relate (in each case, the "Services Agreement"). Such Services Agreement, including the T&Cs and the SLA and any service schedule, exhibits or addendums (including any data processing terms) attached or incorporated in to the Services Agreement, is referred to as this "Agreement." Capitalized terms have the meanings set forth in this Agreement (including the T&Cs and the SLA and any such service schedule). In this Agreement, KeepItSafe and Customer are sometimes individually called a "Party" and collectively called the "Parties."

1. SERVICES; EQUIPMENT; RESTORATION; NO RESALE.

a. Services Description. During the term of this Agreement, KeepItSafe will provide Customer with a capability to back up Customer's data (such as files, folders and/or databases) on Customer's devices (such as personal computers and/or servers), under the brand KeepItSafe®, pursuant and subject to the terms and conditions set forth in this Agreement (the "Services"). Customer data that is backed up using the Services is referred to collectively as "Customer Data" (or, in some cases, "Protected Data"); and Customer's devices that are licensed to use the Services are referred to collectively as "Customer Equipment" (or, in some cases, "Protected Equipment"). To the extent provided in the Services Agreement, Customer may also order certain equipment or appliances from KeepItSafe (the "KeepItSafe Equipment") for Customer's use with the Services, for an additional fee as provided in the Services Agreement.

b. Customer's Administrator. As part of the registration process for the Services, Customer is required to designate a Customer contact person (the "Administrator") who shall be the primary point of contact for KeepItSafe in respect of this Agreement and the Services (other than support communications as outlined in Section 3(b)). Customer shall notify KeepItSafe in writing of any change in the Administrator, and KeepItSafe is entitled to verify such change in accordance with its then-current security policies.

c. Service Level Agreement. The SLA outlines various service level metrics for the Services.

d. Customer Restoration. Customer can elect to have Customer Data restored online or to have material containing Customer Data sent to it by KeepItSafe for physical restoration on Customer Equipment. Customer Data will be sent by KeepItSafe to Customer for physical restoration in encrypted formats and through a courier service. Standard charges will apply where material containing Customer Data is sent to Customer at its request, and additional charges will apply should Customer request shipping insurance. KeepItSafe is not responsible for any loss of Customer Data once KeepItSafe delivers possession of the material containing Customer Data to the courier service.

e. Equipment. Other than any KeepItSafe Equipment ordered by Customer, Customer is responsible for ensuring it has all equipment necessary for its use of the Services, including all Customer Equipment, Internet access and email service. Customer agrees to, at its own cost, work cooperatively with KeepItSafe to ensure proper technical and system configuration of all Customer Equipment. Unless otherwise specified in the Services Agreement, (i) the KeepItSafe Equipment is rented, not sold, to Customer by KeepItSafe for use during the term of the Agreement, and shall remain the property of KeepItSafe and will not become a fixture or realty of Customer, and

(ii) Customer shall be responsible for returning KeepItSafe Equipment to KeepItSafe in good working condition upon termination of the Services. Effective upon delivery, Customer will bear the risk of and shall be responsible for any loss, theft or destruction of or damage to the KeepItSafe Equipment. For any rented KeepItSafe Equipment, KeepItSafe reserves the right to replace the KeepItSafe Equipment for maintenance or other service related purposes, and Customer shall obtain from its landlord (and/or any relevant entity) such agreement(s) as may be reasonably necessary to allow KeepItSafe the right to enter Customer's premises and access and/or possess the KeepItSafe Equipment in a timely manner.

f. No Resale. Customer agrees that it shall not resell or lease the Services or the Software, or otherwise permit the Services or the Software to be used by anyone other than employees, contractors, consultants and agents of Customer and its affiliated entities for the internal business purposes of Customer and its affiliated entities.

2. FEES AND BILLING.

a. Charges. Customer will pay KeepItSafe all charges for the Services as set forth in this Agreement. All such charges are exclusive of sales taxes, valued added tax, goods and services taxes and other federal, state, municipal, provincial or other governmental taxes, charges or levies (collectively "Taxes") now in force or enacted in the future, all of which Customer is responsible for paying in full, except as required by law. Customer's payment obligation for the Services shall accrue as of the Effective Date. If travel is required by KeepItSafe in order to implement the Services hereunder for Customer, Customer shall reimburse KeepItSafe for all reasonable out- of-pocket travel expenses.

b. Billing and Payment Terms. KeepItSafe shall issue invoices to the Customer on a monthly basis in arrears unless otherwise specified in the Services Agreement, and all payments shall be made in the currency specified in the Services Agreement. All payments under this Agreement are due 30 days from the date of the invoice or such other date specified in the Services Agreement ("Payment Due Date"), and shall become past due if not paid by the Payment Due Date. Amounts not received by the Payment Due Date will accrue interest at a rate of 1.5% per month (or, if lower, the highest rate allowed by applicable law). If Customer disputes charges in any invoice, Customer must notify KeepItSafe in writing of the dispute within sixty (60) days of the date of such invoice, or else the dispute is waived by Customer. Customer is responsible for providing a working email address to KeepItSafe for invoicing purposes, and to notify KeepItSafe of any updates to such email address. KeepItSafe reserves the right to delegate authority to invoice Customer to any KeepItSafe affiliate or third party, in which case Customer agrees to remit the invoiced amounts to such affiliate or third party as required by the invoice.

3. CUSTOMER CONDUCT; END USERS.

a. Customer Conduct. Customer has sole responsibility for the content included in, and for ownership and control over, the data stored by Customer in connection with use of the Services. KeepItSafe reserves the right to take any necessary or appropriate action with respect to the Services (including, without limitation, suspending or terminating Customer's right to use the Services) if KeepItSafe reasonably believes, in its sole discretion, that Customer or Customer's use of the Services may create liability for KeepItSafe, compromise or disrupt the Services for other KeepItSafe customers, or cause KeepItSafe to lose the services of its Internet service providers or other suppliers. Customer agrees: (a) to comply with all applicable laws and

regulations in its use of the Services, including those regarding Customer Data or the storage, processing or transmission of data through the Services; (b) not to use the Services for illegal purposes; (c) not to use the Services to infringe any third party's copyright, patent, trademark, trade secret or other intellectual property or proprietary rights or rights of publicity or privacy; (d) to obtain any consents required from third parties or under applicable laws with regard to storage of any data (including regulated data) before transferring such data to KeepItSafe in connection with use of the Services, or otherwise storing, processing or transmitting such data through the Services, and to maintain any such consents during the term of this Agreement; and (e) to notify KeepItSafe of any technical or system configuration, or other changes to Customer Equipment or Customer's environment, that may affect the ability of the Services to perform optimally, such as changes to Customer's servers, networking, bandwidth, firewall, operating system and any other Customer environment change that may affect KeepItSafe's ability to perform the Services. Customer agrees not to use the Services in any application that may involve risks of death, personal injury, property damage or environmental damage, or in any life support applications, devices or systems.

b. Named Support Administrators. Customer is responsible for identifying to KeepItSafe Customer Support a minimum of two (2) named Customer contacts ("Named Support Administrators"), which will be Customer's sole contacts for all communications between Customer and the KeepItSafe Customer Support. Customer agrees to keep the contact information of such Named Support Administrators (including phone numbers and email addresses) current at all times, and to notify KeepItSafe Customer Support of any changes.

c. End Users. Customer is responsible for all individual users, including any employees or contractors, who access and/or use the Services through Customer's account (collectively, "End Users"). Accordingly, the terms, conditions, restrictions and obligations of this Agreement applicable to Customer (excluding Customer's payment obligations) shall be construed to also apply to all End Users, and Customer shall be liable for any breach of those terms, conditions, restrictions and obligations by any End User.

d. Passwords. Each of Customer and any End User is entirely responsible for protecting and safeguarding any encryption keys, certificates, passwords, access codes, user IDs or other login information provided to or used by Customer for the purpose of accessing and using the Services (collectively, "Passwords"). Customer shall not disclose or make available any Passwords to any person other than to Customer's End Users, and shall ensure that there is no unauthorized access to or use of any Passwords or the Services. In the event that Customer makes any Passwords available to a third party, Customer shall be liable for all actions taken by such third party in connection with the Services. Customer shall notify KeepItSafe promptly of any unauthorized access to or use of any Passwords or the Services and make any legally required disclosures related to such unauthorized access or use. For Customer's security, Passwords are not recoverable by KeepItSafe, and KeepItSafe cannot provide Customer with replacement Passwords in the event of a forgotten Password. Without the correct Passwords, Customer Data will remain encrypted and inaccessible. If KeepItSafe reasonably believes, in its sole discretion, that Customer Data will remain inaccessible for an indefinite amount of time due to loss of a Password, KeepItSafe reserves the right to delete all encrypted files held without such Password access.

4. SOFTWARE LICENSE.

a. Software. "KeepItSafe Software" means the software that enables Customer's data to be backed up to and retrieved from KeepItSafe's servers in order for KeepItSafe to provide the Services,

and includes KeepItSafe proprietary software and software licensed to KeepItSafe by third-party licensors. "Documentation" means the applicable installation information, service descriptions, technical specifications, online help files and user manual for the Services and the KeepItSafe Software, as the same may be revised from time to time. The KeepItSafe Software and the Documentation are collectively referred to as the "Software."

b. License. During the term of this Agreement, KeepItSafe grants to Customer a limited, non-exclusive, non-transferable, non- sublicensable license for each End User to install the KeepItSafe Software on Customer Equipment (in object code form only) and use the Software (in object code form only), in each case solely for the purpose of using the Services as permitted under this Agreement.

c. Ownership and Use of Software. KeepItSafe (or its suppliers or licensors) retains all right, title and interest in and to the Software and all parts thereof, including all copyrights, trademarks, trade secrets, patents and other intellectual property or proprietary rights related thereto (collectively, "Proprietary Rights"), and any other equipment or materials provided to Customer by KeepItSafe in connection with the Services. Customer acknowledges and agrees that nothing in this Agreement shall in any way be construed to provide an express or implied license to modify, improve or manipulate any of the Software, or otherwise to use or exploit the Software or the Proprietary Rights in any matter not expressly permitted in this Agreement.

d. Restrictions. Customer is prohibited from (a) attempting to create or derive any of the source code or other technology or data within the Software by disassembly, reverse engineering or any other method, or otherwise reduce the Software to a human-readable form;
(b) gaining or attempting to gain any unpermitted access by any means to any KeepItSafe computer system, network or database; or (c) filing copyright or patent applications that include the Software or any portion thereof.

e. Termination. All licenses to the Software granted to Customer and End Users will automatically terminate upon expiration or termination of this Agreement. In addition, all licenses to the Software granted to Customer and End Users will terminate immediately without notice from KeepItSafe if Customer or any of its End Users fails to comply with any provision of this Section 4; provided that, if such violation relates only to a single End User, then the licenses will not terminate as to Customer and its other End Users so long as Customer cures the violation within 5 business days following receipt of notice from KeepItSafe regarding the violation. Upon termination of the licenses to the Software granted to Customer or any particular End User, Customer or such End User must cease all use of the Software and destroy all copies of the Software.

5. PRIVACY POLICY. A current copy of KeepItSafe's Privacy Policy ("Privacy Policy") is available at www.keepitsafe.com.

6. CONFIDENTIAL INFORMATION.

a. Confidential Information. "Confidential Information" means (i) information that is disclosed by one Party (the "Disclosing Party") to the other Party (the "Receiving Party") which is specifically designated by the Disclosing Party as confidential at the time of disclosure to the Receiving Party or customarily treated as confidential by a reasonable person; and (ii) with respect to Customer, any confidential information provided by Customer to KeepItSafe in connection with the activation of the Services or any End User accounts. Confidential Information shall not include, however, any information which (A) was publicly known prior to the time of disclosure by the Disclosing Party to the Receiving Party; (B) becomes publicly known and made generally available after disclosure by the Disclosing Party to the Receiving Party through no action or inaction

of the Receiving Party in violation of this Agreement; (C) is already in the lawful possession of the Receiving Party at the time of disclosure by the Disclosing Party as shown by the content of the Receiving Party's files and records prior to the time of disclosure or other competent evidence in the Receiving Party's possession; (D) is obtained by the Receiving Party from a third party without a breach of such third party's obligations of confidentiality; or (E) is independently developed by the Receiving Party without use of or reference to the Disclosing Party's Confidential Information, as shown by the Receiving Party's documents or other competent evidence in the Receiving Party's possession.

b. **Restrictions on Use and Disclosure.** Neither Party shall use Confidential Information of the other Party for any purpose other than for the purpose of providing or using the Services or as otherwise expressly permitted in this Agreement. Each Party shall exercise reasonable care not to disclose, and to prevent its employees, contractors, consultants and agents from disclosing, any Confidential Information of the other Party or the terms of this Agreement. If a Party is required or requested to disclose Confidential Information of the other Party or the terms of this Agreement by law, regulation, legal process or securities exchange rules, such Party shall promptly notify the other Party to the extent legally permitted and, if requested by the other Party, use commercially reasonable efforts to cooperate at the expense of the other Party in any reasonable and lawful actions which the other Party takes to resist such disclosure or limit the information to be disclosed.

7. REPRESENTATIONS AND WARRANTIES.

a. **Warranties by Customer.** Customer represents and warrants to KeepItSafe that: (i) Customer is duly organized and validly existing and has the legal power and authority to enter into this Agreement and to perform its obligations under this Agreement; (ii) the person signing this Agreement on behalf of Customer is duly authorized to do so, and upon its execution by such person, this Agreement is the valid and legally binding obligation of Customer; (iii) Customer's and its End Users' use of the Services do not as of the Effective Date, and will not during the term of this Agreement, in any manner violate any applicable law or regulation; (iv) Customer will not use the Services to transmit or store (1) any "protected health information" (as such term is used in the Health Insurance Portability and Accountability Act of 1996, Pub. L. 104-191) unless and until Customer has executed a Business Associate Agreement with KeepItSafe in connection with this Agreement; (2) any cardholder data unless such transmission or storage is encrypted as part of the Services; or (3) any other type of regulated information that imposes independent obligations upon KeepItSafe; and (v) Customer is the owner or legal custodian of, or otherwise has the right to use the Services in connection with, Customer Data and has full authority to transmit, store and direct the disposition of Customer Data. In the event that KeepItSafe needs to access Customer Data to provide the Services (including to respond to any technical problems, queries or reasonable requests from Customer), Customer shall ensure that both Customer and KeepItSafe are permitted to access such Customer Data, and Customer shall be fully responsible for the access to such Customer Data.

b. **Warranties by KeepItSafe**. KeepItSafe represents and warrants to Customer that: (i) KeepItSafe owns or has the legal right and authority, and will continue to own or maintain the legal right and authority during the term of this Agreement, to provide the Services as contemplated by this Agreement; (ii) KeepItSafe is duly organized and validly existing and has the legal power and authority to enter into this Agreement and to perform its obligations under this Agreement; (iii) the person signing this Agreement on behalf of KeepItSafe is duly authorized to do so, and upon its execution by such person, this Agreement is the valid and legally binding obligation of KeepItSafe; (iv) the Services as supplied to Customer in connection with this

Agreement, if used appropriately, do not violate any applicable law or regulation; and (v) the Software that is owned by KeepItSafe does not infringe upon any third party's patent, trademark or other intellectual property rights.

c. **No Other Warranty.** EXCEPT FOR ANY EXPRESS WARRANTY SET FORTH IN SECTION 7(b), THE SERVICES AND THE SOFTWARE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. KeepItSafe expressly disclaims all warranties of any kind, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose and any warranties arising from a course of dealing, usage or trade practice. KeepItSafe makes no warranty that the Services, the Software or any equipment delivered in connection with the Services will be uninterrupted, timely, secure or error free, or that Customer Data will be backed up or available for restoration. KeepItSafe has no liability or responsibility for the deletion, corruption or failure to store any data. Customer acknowledges that no third-party supplier or third- party service or software provider of KeepItSafe shall be liable for the provision of the Services. Customer acknowledges that the initial backup of Customer Data through the Internet may take some time to complete, and that the initial backup of Customer Data is not complete until confirmed in writing by KeepItSafe, either via email or through the KeepItSafe Software interface. KeepItSafe shall have no liability to Customer or any third party arising from Customer's decision not to implement, or not cooperate with KeepItSafe in implementing, any recommended change to Customer's technical environment that supports the Software and/or Customer Equipment. KeepItSafe is not responsible for the availability of telephone lines, the Internet, electricity, servers not belonging to KeepItSafe, or other service dependencies outside of KeepItSafe's control. KeepItSafe provides no warranty or guarantee in relation to speed of delivery of the Services. Any errors caused arising from the inadequacy or defectiveness of Customer Equipment and/or the connectivity and bandwidth of Customer's Internet connection may affect the delivery of the Services including the performance of any restores, and KeepItSafe shall have no liability with respect thereto. No statement, whether oral or written, obtained by Customer from KeepItSafe shall create any warranty not expressly made in this Agreement. Some jurisdictions do not allow the exclusion of certain warranties, so, to the extent not allowed by law, some of the above exclusions may not apply.

8. LIMITATION OF LIABILITY; INDEMNIFICATION.

a. **Consequential Damages Waiver; Limitation of Liability**. IN NO EVENT WILL EITHER PARTY BE LIABLE OR RESPONSIBLE TO THE OTHER FOR ANY TYPE OF INCIDENTAL, PUNITIVE, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, OR ANY DAMAGES BASED ON LOST REVENUE OR PROFITS, BUSINESS INTERRUPTION, LOSS OF USE, REPLACEMENT GOODS OR SERVICES, LOSS OF DATA STORED, TRANSMITTED, OR ATTEMPTED TO BE STORED OR TRANSMITTED, THROUGH THE SERVICES, OR UNAUTHORIZED ACCESS TO OR ALTERATION OF CUSTOMER EQUIPMENT OR DATA, IN EACH CASE EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER ARISING UNDER ANY THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE. KEEPITSAFE'S LIABILITY TO CUSTOMER OR ANY THIRD PARTIES UNDER THIS AGREEMENT IS LIMITED TO THE LESSER OF (i) THE AMOUNT PAID BY CUSTOMER TO KEEPITSAFE UNDER THIS AGREEMENT WITH RESPECT TO THE 6-MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE LOSS OR DAMAGE FIRST OCCURS (ANY ANNUAL UPFRONT PAYMENTS SHALL BE PRORATED ACCORDINGLY), OR (ii) $5,000 USD. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF

LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO, TO THE EXTENT NOT ALLOWED BY LAW, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY. The Parties acknowledge and agree that the allocation of risk contained in this Agreement reflects the fact that it is not within KeepItSafe'scontrol how and for what purpose the Services are used by Customer.

b.   Indemnification. Subject to the limitations set forth elsewhere in this Agreement, each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party and its subsidiaries, affiliates, officers and employees (collectively, the "Indemnified Party") from and against any and all costs, expenses, liabilities, losses and damages (including reasonable attorneys' fees) (collectively, "Losses") resulting from any claim, suit, action, demand or proceeding (each, an "Action") brought by any third party against the Indemnified Party arising from: (i) a Default by the Indemnifying Party, (ii) the intentional misconduct of the Indemnifying Party or its employees, contractors, consultants or agents, or (iii) any failure by the Indemnifying Party or its employees, contractors, consultants or agents to comply with applicable laws and regulations.

c.   Indemnification Procedures. The Indemnifying Party's obligations under Section 8(b) are conditioned upon: (i) the Indemnified Party promptly notifying the Indemnifying Party upon receipt of written notice of the Action for which the Indemnified Party seeks indemnity; (ii) the Indemnified Party tendering control of the defense of such Action and any related settlement discussions to the Indemnifying Party (provided, however, that the Indemnified Party may participate in such defense, at its own expense, with counsel of itsown choosing); and (iii) the Indemnified Party, at the Indemnifying Party's request and expense, reasonably cooperating with and assistingthe Indemnifying Party in its efforts to defend the Action. The Indemnifying Party shall obtain the Indemnified Party's prior written consent, which consent shall not be unreasonably withheld or delayed, for any settlement or compromise of any such Action that does not include an unconditional release of the Indemnified Party from the indemnified liability.

9.   DEFAULT AND REMEDIES.

a.   Default by KeepItSafe. The occurrence of any of the following will be a "Default" by KeepItSafe: (i) the material breach of any representation or warranty made by KeepItSafe in this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Default unless such breach is not cured by KeepItSafe within 30 days of receiving written notice from Customer of such breach; or (ii) KeepItSafe's insolvency or liquidation as a result of which KeepItSafe ceases to do business.

b.   Default by Customer. The occurrence of any of the following will be a "Default" by Customer: (i) Customer fails to pay, when due, any amounts owing to KeepItSafe under this Agreement; (ii) the material breach of any representation or warranty made by Customerin this Agreement, except to the extent such breach is susceptible to cure, in which case there shall be no Default unless such breach is not cured by Customer within 30 days after receiving written notice from KeepItSafe of such breach; (iii) Customer fails to perform or observe any of its other obligations under this Agreement after a period of 30 days after receiving written notice from KeepItSafe of such failure; or
(iv) Customer's insolvency or liquidation as a result of which Customer ceases to do business.

c.   Customer's Remedies for Default by KeepItSafe. If KeepItSafe commits a Default, Customer will be entitled, at its election, to terminate this Agreement or seek any available remedies atlaw or in equity.

d.   KeepItSafe's Remedies for Default by Customer. If Customer commits a Default, KeepItSafe will be entitled, at its election, to exercise any one or more of the following remedies: (i) to pursue any remedy available at law or in equity; (ii) to terminate this Agreement; or (iii) to suspend the Services.

10.   TERM AND TERMINATION. The initial term of this Agreement shall commence on the Effective Date and continue for the period set forth in the Services Agreement (the "Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive renewal terms, each equal to the length of the Initial Term (or such other renewal period set forth in the Services Agreement) (each, a "Renewal Term"), unless either Party provides notice of termination (in accordance with this Agreement) at least 90 days prior to commencement of the first or next Renewal Term, as applicable. Upon expiration or termination of this Agreement, Customer's right to use the Services or access Customer Data through the Services shall cease immediately. KeepItSafe has no obligation to restore any Customer Data after such termination. If this Agreement is terminated prior to the end of the contract term for any reason other than due to KeepItSafe's Default, and in circumstances where Customer has not already paid all charges due and payable up to the end of the contract term, Customer shall, within 10 days of the effective date of termination, pay KeepItSafe a termination charge (which Customer acknowledges is a reasonable measure of actual damages and not a penalty) equal to the fees payable for the Services, as set forth in the Services Agreement, from the termination date through the last day of the contract term.

11.   OTHER PROVISIONS.

a.   Non-Assignment; No Third-Party Rights. Customer may not assign, delegate or transfer this Agreement or any rights or obligations under this Agreement without the prior written consent of KeepItSafe, and any attempt to do so is void. This Agreement is binding upon, and is for the sole benefit of, the Parties and their respective successors and permitted assigns, and nothing in this Agreement will give or be construed as giving any rights under this Agreement to any other party.

b.   Independent Contractors. The Parties will have the status of independent contractors, and nothing in this Agreement will be deemed to place the Parties in any other relationship, including employer-employee, principal-agent, partners or joint venturers.

c.   Non-Waiver/Severability. No waiver of any provision of this Agreement will be valid unless in writing and signed by the Party against whom the waiver is sought to be enforced.   Failure of a Party to enforce any of its rights under this Agreement will not constitute a waiver of its future enforcement of such rights or any other rights. If any term of this Agreement is held to be invalid by any court, the remainder of this Agreement will remain in force and will not be affected.

d.   Force Majeure. Either Party will be excused from any delay or failure in performance under this Agreement, other than the payment of money, caused by or due to any cause beyond its reasonable control, including acts of God, earthquakes, floods, third party labor disputes, utility curtailments, power failures, explosions, civil disturbances, vandalism, riots, war, governmental actions, and acts or omissions of third parties. The obligations and rights of the party so excused will be extended on a day-to-day basis for the period of time equal to that of the underlying cause of the delay.

e.   Governing Law; Jurisdiction. If Customer is located in Canada, this Agreement and Customer's use of the Services will be governed by and construed in accordance with the substantive laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflict of law principles, and each Party expressly

agrees that the exclusive jurisdiction for any claim or dispute arising from this Agreement or the use of the Services resides in the courts of Ontario. In all other cases, this Agreement and Customer's use of the Services will be governed by and construed in accordance with the substantive laws of the State of Delaware, without regard to conflict of law principles, and each Party agrees that the arbitration provisions in Section 11(f) shall apply (if the Customer is located in the United States). The UN Convention on Contracts for the International Sale of Goods is expressly disclaimed.

f.   Agreement to Arbitrate All Disputes. This Section 11(f) shall apply if the Customer is located in the United States (as determined by the address on the Customer's Services Agreements):

    i.   The Parties agree that all disputes and claims between the Parties shall be settled by binding arbitration instead of in courts of general jurisdiction. This agreement to arbitrate is intended to be broadly interpreted and includes any dispute, claim or controversy arising out of or relating in any way to the Services, this Agreement or any aspect of the relationship between the Parties. The Parties agree that, by agreeing to this Agreement, the U.S. Federal Arbitration Act governs the interpretation and enforcement of this provision. **THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BYJURY OR TO PARTICIPATE IN A CLASS ACTION**. Notwithstanding the foregoing, either party may bring an individual action in small claims court. This arbitration provision shall survive termination of this Agreement.

    ii.   A Party who intends to seek arbitration must first send to the other Party, by certified mail, a written Notice of Dispute ("Notice") to the other Party's notice address determined in accordance with Section 11(i). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought. If the Parties do not reach an agreement to resolve the claim within 30 days after the Notice is received, the Party seeking arbitration may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by either Party shall not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which each Party is entitled. Customer may download or copy a form Notice and a form to initiate arbitration at www.adr.org.

    iii.   The arbitration will be administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, as amended at the time the arbitration is initiated (collectively, "AAA Rules"). The AAA Rules and Forms are available online at www.adr.org. The arbitrator is bound by the terms of this Agreement. All issues are for the arbitrator to decide, including issues relating to the scope and enforceability of this arbitration provision. Unless the Parties agree otherwise, any arbitration hearings will take place by video or telephone conference. Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party'sactual damages, and may not, in any event, make any ruling, finding oraward that does not conform to the terms and conditions of this Agreement. Judgment on the award rendered by the arbitrator may be entered in any court having competent jurisdiction. Claims shall be heard by a single arbitrator who shall be a retired judge, or an attorney with at least five years of experience. The sole place of arbitration shall be Los Angeles, California. The arbitration shall be governed by the substantive laws of the State of California.

    iv.   KeepItSafe may make a written settlement offer any time before an arbitrator is selected. Except as expressly set forth herein, the payment of all filing, administration and arbitrator fees will be governed by the AAA Rules.

    v.   THE PARTIES AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN THEIR INDIVIDUAL CAPACITIES AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both Parties

agree otherwise, the arbitrator may not consolidate more than one person's claims with either Party's claims, and may not otherwise preside over any form of a representative or class proceeding. The arbitrator may award declaratory or injunctive relief only in favor of the individual Party seeking relief and only to the extent necessary to provide relief warranted by that Party's individual claim.

g.   Export Restrictions. Customer agrees and certifies that software, products, services, and/or all related technical information and materials that Customer receives from KeepItSafe will not be exported or re-exported outside of the United States ("U.S.") except as authorized and permitted by the laws and regulations of the U.S., and export or re-export contrary to U.S. laws is prohibited. Customer agrees to comply, at its own expense, with any and all foreign governmental requirements relating to Customer's exports from the U.S., importation and use outside of the U.S., and/or re-exports from abroad of such products, services, and/or all technical information and materials. Customer will indemnify, defend, and hold harmless Company from and against any claim, loss, liability, or damage suffered by KeepItSafe related to Customer's breach of this provision. Customer also agrees that KeepItSafe may withhold provision of Services t if KeepItSafe believes, in good faith, that Customer has breached this provision.

h.   Integration; Amendments. This Agreement (including the T&Cs and the SLA and any service schedule attached to the Services Agreement), together with any Business Associate Agreement executed by the Parties in connection with this Agreement, express thecomplete and final understanding of the Parties with respect to the subject matter of such agreements, and supersedes (i) all prior agreements or communications between the Parties, whether written or oral with respect to such subject matter, (ii) any online or click-wrap agreements or terms and conditions (unless expressly referenced in this Agreement), and (iii) any terms that may be set forth in any purchase orders or questionnaires related to the Services. KeepItSafe may amend the T&Cs or SLA at any time upon 30 days' notice by (i) posting a revised version of the T&Cs or the SLA on the KeepItSafe website, and/or (ii) sending information regarding the amendments to the email address Customer provides to KeepItSafe. Customer is responsible for regularly reviewing the KeepItSafe website to obtain timely notice of such amendments. Customer's continued use of the Services after such 30-day notice period shall be deemed acceptanceby Customer of the amended T&Cs or SLA. Except as set forth above in this Section 11(h), this Agreement may not be amended except in writing signed by both Parties.

i.   Notices. Except where other means of communication are expressly provided for in this Agreement, all notices under this Agreement will be in writing, signed by the Party giving the same, and will be deemed properly given and received (i) on the next business day after deposit for overnight delivery by an overnight courier service or (ii) three business days after mailing, by registered or certified mail, return receipt requested. All such notices will be sent to the Customer notice address or the KeepItSafe notice address, as applicable, set forth in the Services Agreement. Either Party may change its address for notices under this Agreement by notice to the other Party pursuant to this Section 11(i).

j.   Survival. The respective obligations of KeepItSafe and Customer, which by their nature would continue beyond the termination or expiration of this Agreement, including the obligations regarding Proprietary Rights, Confidential Information, limitation of liability and indemnification, shall survive the termination or expiration of this Agreement.

k.   Interpretation; Counterparts. The language used in this Agreement has been chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any

Party. The headings in this Agreement are for reference only and will not affect the meaning of this Agreement. The word "including" means "including without limitation." This Agreement may be executed in counterparts, all of which taken together will constituteone agreement, and signatures exchanged by facsimile or .pdf will constitute effective execution and delivery of this Agreement.

l.   **Language.** It is the express wish of the Parties that this agreement and all related documents be drawn up in English. C'est la volonté expresse des Parties que le présent contrat ainsi que les documents qui s'y rattachent soient rédigé en Anglais.

[End of Terms and Conditions]

EXHIBIT A
KEEPITSAFE SERVICE LEVEL AGREEMENT

KeepItSafe uses commercially reasonable efforts to achieve the following customer support and maintenance and performance standards for the Services, measured on a monthly basis:

1. Definitions

"Critical Issue" means an event where an entire system has been lost and urgent data recovery is required.

"High Priority Issue" means an event that results in an interruption to data backup or restore, such as a failed backup or the need to recover an individual lost data file.

"Normal Business Hours" means between the hours of: (i) where KeepItSafe (Ireland) Limited (for service to Canada) is the contracting party on Customer's Services Agreement, 9am and 7pm Eastern Time; and (ii) where any other KeepItSafe party is the contracting party on Customer's Services Agreement, 8am and 5pm Pacific Time; in each case Monday through Friday.

"Scheduled Maintenance" means a period of which Customer is notified in advance via email, during which KeepItSafe may suspend availability of all or part of the Services in order to carry out maintenance activities.

"Standard Issue" means an event which does not interrupt data backup or restore, but does interfere with using the Services. Typical examples would be a request for a repeat invoice or support for data selection assistance.

"Target" means those target levels of support and service set out in Sections 3 and 4 of this SLA which KeepItSafe sets as its expected support and service level to Customer.

"Technical Issue" means an issue arising regarding technical matters and, as used herein, can mean a Standard Issue, a High Priority Issue or a Critical Issue, as applicable.

"Uptime Percentage" means the proportion of uptime, on a 24 hour per day 7 day per week basis, excluding Scheduled Maintenance, during any one calendar month.

2. Our Objectives

2.1. KeepItSafe will, in the event of a Technical Issue, endeavor to provide Customer with a single technical contact to address such Technical Issue, including deciding whether to escalate the Technical Issue to other technical specialists.

2.2. KeepItSafe will prioritize and endeavor to resolve any Technical Issues in accordance with the standards set out herein.

2.3. KeepItSafe will provide free of charge updates to the Services at regular intervals and inform Customer of requirements for upgrades. Customer must ensure that its environment meets the minimum requirements specified by KeepItSafe for the upgrades. If Customer's environment fails to meet such requirements, the upgrades may not function properly, and KeepItSafe will not be obligated to provide support relating to such upgrade.

2.4. KeepItSafe may, in its reasonable discretion, provide assistance with the reintegration of Customer Data into the relevant systems, but bears no responsibility beyond recovery of Customer Data. KeepItSafe reserves the right to withdraw from providing further support if KeepItSafe reasonably concludes that Customer systems may be put at risk, that Customer lacks the requisite technical expertise, or that the request for further support is outside the scope of the SLA.

3. Customer Support Targets

3.1. <u>Availability</u>. KeepItSafe will answer incoming customer support phone calls and e-mail messages 24 hours per day, 7 days a week, provided that Standard Issues shall be supported only during Normal Business Hours.

3.2. <u>Speed to Answer</u>. KeepItSafe's goal is to answer 95% of all incoming customer support phone calls within 3 minutes and respond to 99% of all incoming email messages from customers by the next business day.

3.3. <u>Server and Backup/Restore Availability</u>. KeepItSafe's goal is to maintain the Uptime Percentage of (1) its servers and (2) the backup and restore functionality, at 99.5% except for periods of Scheduled Maintenance or those periods during emergency network and/or application maintenance.

4. Technical Issue Response Times Targets

4.1. <u>Technical Issue Response Times</u>. Customer must register any Technical Issue with KeepItSafe's service team by email or by phone; provided that Customer must use the phone service for any Technical Issue that Customer considers to be a Critical Issue. KeepItSafe will assess the criticality and impact on Customer's business, and assign a classification as applicable at KeepItSafe's ultimate discretion. The classification assigned by KeepItSafe determines the time for acknowledgement and initial response as set forth in the table below. KeepItSafe's goal is to meet the acknowledgement and initial response times set forth below for 95% of Technical Issues registered with KeepItSafe's service team in accordance with this Section 4.1.

Issue Level	Acknowledgement Time	Initial Response Time
Standard Issue	Within 4 hours	Next Business Day
High Priority Issue	Within 2 hours	Within 24 hours
Critical Issue	Within 1 hour	Within 4 hours