

END USER LICENSE AGREEMENT (EULA)

THIS END USER LICENSE AGREEMENT (“AGREEMENT”) IS A LEGAL AGREEMENT BY AND AMONG NSONE, INC. (“NSI”) AND BOTH YOU AND THE ENTITY THAT YOU REPRESENT (“CUSTOMER” OR “YOU”) SETTING FORTH THE LEGALLY BINDING TERMS AND CONDITIONS GOVERNING YOUR USE OF THE SERVICES (AS SUCH TERM IS DEFINED BELOW).

THIS AGREEMENT TAKES EFFECT UPON THE DATE WHEN YOU CLICK AN “I ACCEPT”, “OK”, OR “I AGREE” BUTTON OR OTHERWISE CLICK A CHECK BOX PRESENTED WITH THIS AGREEMENT INDICATING ACCEPTANCE, OR UPON THE DATE THAT YOU FIRST ACCESS OR USE THE SERVICES AFTER YOU HAVE BEEN PRESENTED WITH THESE TERMS (THE “EFFECTIVE DATE”).

YOU HEREBY REPRESENT TO NSI THAT: YOU ARE LAWFULLY ABLE TO ENTER INTO CONTRACTS; YOU HAVE READ THIS AGREEMENT AND UNDERSTAND IT AND ITS TERMS AND CONDITIONS; YOU AGREE TO BE BOUND LEGALLY BY THIS AGREEMENT, AND UPON ENTRANCE INTO THIS AGREEMENT ON BEHALF OF AN ENTITY, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND SUCH ENTITY TO THIS AGREEMENT AND AGREE THAT BOTH YOU AND SUCH ENTITY SHALL BE SO BOUND LEGALLY BY THE AGREEMENT; YOU WILL NOT, AND WILL NOT ALLOW ANY THIRD PARTY TO, USE THE SERVICES TO DIRECTLY OR INDIRECTLY, DEVELOP OR IMPROVE A SIMILAR OR COMPETING PRODUCT OR SERVICE, INCLUDING ANY USE FOR COMPETITIVE ANALYSIS, BENCHMARKING, OR MARKETING.

IF YOU DO NOT AGREE TO BE SO BOUND, OR DO NOT AGREE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT, THEN THIS AGREEMENT SHALL IMMEDIATELY TERMINATE AND YOU MAY NOT USE THE SERVICES.

Any services provided to you by NSI for which you pay a third party (including, without limitation, a reseller or managed service provider) (a “Third Party Service”), and any services provided by NSI to you pursuant to a Service Order between you and NSI, shall be deemed to be “Services” under this Agreement and shall be subject to the terms hereof.

If you use any service provided by NSI without payment therefor (a “Free Service”), your use of such Free Services shall be solely governed by the terms set forth on nsi.com/terms-of-service (“Website Terms of Service”). By clicking an “I Accept”, “OK”, or “I Agree” button or otherwise clicking a check box presented with this Agreement indicating acceptance, or upon the date that you first access or use a Free Service after you have been presented with these terms, you acknowledge and agree to the Website Terms of Service with respect to any Free Services.

Unless otherwise specified, all references to this Agreement include any and all Service Orders to this Agreement. NSI and Customer are referred to as the “Parties” and each may be referred to as a “Party.”

In consideration for the mutual covenants and promises set forth herein, the Parties hereby agree as follows:

1. Definitions.

1.1. “Customer Data” means any of your data that is provided by you to NSI (including through the Services) other than Pulsar Data.

1.2. “NSI Property” means the software (including all source code) used to provide the Services and all enhancements, updates, upgrades, corrections and modifications thereto; all intellectual property rights relating to the software or any Services; NSI’s graphics, logos, names, designs, page headers, button icons, scripts, and service names; the “look” and “feel” of the Services including any graphical user interfaces and user portals (including color combinations, button shapes, layout, design and all other graphical elements); and NSI’s API definitions and documentation, data integration interfaces and protocols.

1.3. “Pulsar Data” means any data provided to NSI by you or end users of your websites, software applications, or your services from real user monitoring and any data provided or gathered by NSI therefrom.

1.4. “Service Orders” means the mutually executed schedules of services to be provided or made available by NSI pursuant to with this Agreement.

2. Services.

2.1. License Grant. NSI shall provide to you a limited, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use the Services in accordance with the terms of this Agreement and the applicable Service Order for such Services. This Agreement permits you to use and access the Services from the internet or through an online network. You may print and download materials and information from the Services solely for your use, provided that all such copies contain all copyright and other applicable notices contained in such materials and information. Your use of the Services shall be subject to the obligations and restrictions regarding use of the Services as set forth in this Agreement.

2.2. Restrictions on Use. The foregoing license is limited. You may not use, copy, store, reproduce, transmit, distribute, display, rent, lease, sell, modify, alter, license, sublicense, or commercially exploit any data provided by NSI through the Services in a manner not expressly permitted by this Agreement. You will not and will not permit any of your employees or contractors acting on your behalf to: (i) use any Services in a manner that is inconsistent with the terms of this Agreement; (ii) modify, adapt, translate, copy, decompile, disassemble, or reverse engineer any portion of the underlying software to any Services; (iii) use, sell, lease or permit use of any portion of the Services (or any of the servers on which any Dedicated DNS Services (if any) may be provided pursuant to a Service Order) for the benefit of any third party; (iv) interfere with or disrupt the operation of any Services provided to you or made available by NSI to third parties; (v) transmit or make available in connection with any Services any denial of service attack, virus, worm, Trojan horse or other harmful code or activity; (vi) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures relating to any Services without the express written consent of NSI; (vii) take any action that repeatedly imposes, or may repeatedly impose, in NSI’s reasonable opinion, an unreasonable or disproportionately large load on NSI’s infrastructure; (viii) submit,

post or make available false, incomplete or misleading information to any Services, (ix) impersonate any other person or business, (x) violate the rights of any other party or infringe upon any intellectual property rights of a party or (xi) use any Services to violate any applicable law, regulation or order.

3. Ownership of Property and Customer Data.

3.1. Use of Customer Data. NS1 may use Customer Data solely to provide Services to make DNS query traffic routing decisions.

3.2. Protection of Customer Data. NS1 will use commercially reasonable efforts to implement and maintain industry best-practice information security policies and processes (including technical, administrative and physical safeguards) that are designed to prevent unauthorized access to, or use or disclosure of, the Services or any Customer Data.

3.3. Rights to Customer Data. You own all right, title, and interest (including all intellectual property rights) in and to the Customer Data.

3.4. NS1 Property. This Agreement provides only a limited license to access and use the Services. Accordingly, you expressly acknowledge and agree that NS1 transfers no express or implied ownership or intellectual property interest or title in and to the Services, and hereby agree that NS1 owns all right, title and interest (including all intellectual property rights) in and to the NS1 Property. You may use NS1 Property solely in connection with the Service and shall return or destroy NS1 Property at NS1's request.

4. Representations and Warranties.

4.1. Representations and Warranties. Each party represents and warrants to the other that (i) it has full right and power to enter into and perform under this Agreement, without any third party consents or conflicts with any other agreement; (ii) its use or provision, as applicable, of the Services is in compliance with all applicable laws, regulations, and orders, including those relating to privacy and data protection; (iii) its use or provision, as applicable, of the Services does not and will not infringe, violate, or misappropriate the intellectual property rights of any third party; and (iv) there are no pending or threatened claims pertaining to such party's ability to use or provide the Services or any similar service, or that would prevent such party from fulfilling its obligations under the Agreement.

4.2. Warranty Disclaimer. EXCEPT FOR THE PERFORMANCE WARRANTY SET FORTH IN THIS AGREEMENT AND THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 4.1, NS1 EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. Service Level Agreement. NS1 shall provide the following limited "Performance Warranty": DNS entries that are appropriately configured by you in the NS1 portal will be able to transmit information 100% of the time, subject to the limitations set forth in this Agreement. This uptime guarantee relates solely to NS1's routing and software and does not apply to any periods of outages on your network or servers. NS1's liability with respect to a breach of the Performance Warranty shall

be limited to providing you with a 5% credit of the fees paid by you to NSI for the affected Services for the month in which NSI breaches the Performance Warranty for every 0.05% of such month during which you are unable to transmit information, up to an aggregate of 50% of fees paid by you to NSI for the affected Services for that month. NSI shall have no liability for Service interruptions, or any period during which the Service is otherwise unavailable beyond the billing credit set forth in this Section 5. You acknowledge and agree that failure to configure DNS entries appropriately, use the Services in accordance with documentation or specifications made available by NSI for such Services, or satisfy any of the "Customer Obligations" set forth on the applicable Service Order will have a direct and material impact on NSI's ability to perform the Services set forth on such Service Order and shall relieve NSI from its warranty obligations hereunder.

6. Suspension of Service. In the event that NSI believes in good faith that it is necessary to suspend the Service in order to: a) protect Customer Data or your use of the Services from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), or b) protect the data of, or use of the Services by other NSI customers from disruption or harm (e.g. malicious traffic, unauthorized access by a third party), NSI may suspend the Service in such situation in its sole discretion, and will use commercially reasonable efforts to notify you before such suspension occurs. In the event such prior notice by NSI to you of the suspension of Service is not commercially feasible, then NSI shall notify you of any such suspension as soon as is commercially practicable. NSI shall use commercially reasonable efforts to mitigate the time the Service is suspended. Notwithstanding anything to the contrary herein, you shall not be entitled to any refund or credit due to a good faith suspension of Service pursuant to this Section 6.

7. Payment.

7.1. Fees. You agree to pay the fees set forth on each Service Order for the Services described therein (as may be amended pursuant to Section 12.2). You will pay the fees set forth in each invoice issued by NSI hereunder within thirty (30) days of the date of such invoice. All payments shall be made in U.S. dollars in immediately available funds. NSI may direct invoices to the contact person(s) listed as an "Authorized Contact" on the signature page of any Master Services Agreement between you and NSI, or to the "primary user" identified by you in the portal. In order to satisfy any outstanding fee as set forth in a Service Order, including your obligation to pay the amount of such fees on or before the applicable payment due date as set forth in such Service Order, you hereby authorize NSI to initiate electronic debit or credit entries through the automated clearing house system on or before each such payment due date from an account as designated by you to an account or accounts maintained by NSI. In the event of your failure to pay in accordance with the terms of this Agreement, NSI may, following five (5) days' written notice, suspend all Services until you have paid any such unpaid amounts plus interest in the amount equal to the lesser of (a) 1.5% per month of the due and unpaid balance and (b) the maximum amount payable by law. Failure to pay in accordance with the terms of this Agreement shall constitute a material breach pursuant to Section 8.2(a) herein and may cause termination of this Agreement by NSI pursuant to the termination provisions of Section 8.2. Notwithstanding the foregoing, NSI may

continue to respond to queries received from third parties during the duration of any suspension as provided in this Section 7.1. Upon any termination of this Agreement pursuant to Section 8 herein not effective upon the first or last day of any calendar month, you agree to pay any remaining fees due for the Services during that month. You agree to pay any amount specified in a Service Order for any overages incurred during a promotional period, and you acknowledge and agree that it shall be your responsibility to monitor your use of the Services to ensure that you do not incur any such overages.

NSI reserves the right, at its sole discretion, to charge a fee for a Free Service or to make a Paid Service available without charge. In any such instance, no refund will be paid to you for fees paid prior to NSI's reclassification of a Paid Service to a Free Service. NSI will notify you before NSI reclassifies a Free Service into a Paid Service and will provide you with an opportunity to cancel such Service with no additional cost. If you fail to cancel the Service and continue to use the Service following your notification of the reclassification of a Free Service into a Paid Service, you will be required to pay the associated fee for any such Service following such reclassification.

7.2. Taxes and Fees. The fees hereunder are exclusive of, and you shall pay, any sales, use, and other taxes or similar charges based on or arising from the Services, this Agreement, or its performance, net of any bank and third party fees. You shall not be liable for any taxes imposed on NSI based on NSI's income.

8. Term and Termination.

8.1. Term. This Agreement starts on the Effective Date and continues until expiration or termination of all Service Orders for Services hereunder. Each Service Order shall have a minimum term of one year from the date thereof and will automatically renew for successive one year periods unless cancelled by either party no less than thirty (30) days prior to the end of the then current term or otherwise terminated by either party pursuant to Section 8.2. Upon the execution of any new Service Order prior to the expiration or termination of any existing Service Order under this Agreement, the term of such existing Service Order(s) shall hereby automatically extend until the date of expiration or termination of the new Service Order.

8.2. Termination. Unless otherwise agreed upon by the parties, either party may terminate this Agreement upon thirty (30) days advance written notice to the other party (a) if the other party breaches any material term of this Agreement, and fails to remedy such breach within thirty (30) days of receiving notice to do so by the non-defaulting party, (b) any proceeding in bankruptcy, receivership, liquidation or insolvency is commenced against the other party or its property, and the same is not dismissed within thirty (30) days or (c) the other party makes any assignment for the benefit of creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise. You shall remain liable for the payment of all fees set forth in a Service Order (as may be amended pursuant to Section 12.2) until the end of the then-current scheduled term of such Service Order, provided,

however, in the event that you terminate this Agreement due to a breach of this Agreement by NSI prior to the end of the then-current scheduled term in accordance with this Section 8.2, you shall remain liable for payment of all fees hereunder until the effective date of termination and shall be entitled to a refund of any prepaid fees for periods beginning after the termination date. Except where an exclusive remedy may be specified, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

8.3. Survival. Sections 3.1, 3.3, 3.4, 4.2, 7.1, 7.2, 8.3, 9 through 11, 12.1, 12.2 and 12.5 through 12.11 shall survive the termination and/or expiration of this Agreement.

9. Vendor. NSI is a vendor, and not an employee, partner, agent, or joint venture partner of you. Each of you and NSI are solely responsible and liable for its own income and employment taxes, insurance premiums and employment benefits. No employee of one party is eligible for any benefits (including stock options, health insurance or retirement benefits) provided by the other party to its employees.

10. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES DUE TO BE PAID BY YOU TO NSI UNDER THIS AGREEMENT DURING THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE FIRST CLAIM AROSE. NO CAUSE OF ACTION UNDER ANY THEORY WHICH ACCRUED MORE THAN ONE (1) YEAR PRIOR TO FILING OF A COMPLAINT ALLEGING SUCH CAUSE OF ACTION MAY BE ASSERTED BY EITHER PARTY AGAINST THE OTHER PARTY. LIABILITY FOR (A) YOUR PAYMENT OF FEES TO NSI UNDER THIS AGREEMENT AND (B) EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR FRAUD SHALL NOT BE SUBJECT TO ANY LIMITS ON LIABILITY SET FORTH IN THIS SECTION 10.

11. Indemnification.

11.1. Indemnification by You. You will indemnify, defend and hold harmless NSI and its affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party claims, demands, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees) ("Claims") relating to: your breach of Section 2.2 of this Agreement.

11.2. Indemnification by NSI. NSI will indemnify, defend and hold harmless you and your affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party Claims that any of the Services, in the form provided by NSI, constitutes a direct infringement or misappropriation of a patent claim, copyright, trademark or trade secret of such third party.

11.3. Indemnification Procedures. The indemnified party will give the indemnifying party prompt written notice of any Claim and will cooperate in relation to the Claim at the indemnifying party's expense. The indemnifying party will have the exclusive

right to control and settle any Claim, except that the indemnifying party may not settle a Claim without the indemnified party's prior written consent if the settlement requires the indemnified party to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). The indemnified party may participate in the defense of any Claim at its expense.

12. General.

12.1. Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that NSI, without such consent, may assign this Agreement to an affiliate or any other entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of its voting securities or assets. Non-permitted assignments are void.

12.2. Service Orders. The parties may mutually agree to modify or amend any of the terms set forth on a Service Order at any time, with such agreement to be evidenced by the parties' signature to the amended Service Order. In the event that you elect to increase records or queries from the NSI portal, such increase and the associated change in fees reflected in the NSI portal, shall be deemed to be incorporated into the applicable Service Order. In the event of a conflict between this Agreement and any Service Order, the provisions of the Service Order shall prevail, pursuant to the provisions of Section 12.13 herein.

12.3. Publicity. NSI will have the right to issue public statements pertaining to the existence of the business relationship between NSI and you, including the right to limited use of your name, logo and other reasonable non-confidential information in press releases, web pages, advertisements, and other marketing materials. NSI will not claim your endorsement of the Services without your prior written consent.

12.4. Force Majeure. Notwithstanding anything herein to the contrary, neither Party shall be liable or responsible for any delay or failure in performance if such delay or failure is caused in whole or in part by fire, flood, explosion, power outage, war, strike, embargo, government regulation, civil or military authority, hurricanes, severe wind, rain, other acts of God, acts or omissions of third party utilities, Internet service providers, hosting providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control.

12.5. Notice. Any notice or consent under this Agreement will be in writing to the contact person(s) listed as an "Authorized Contact" on the signature page of any Master Services Agreement by and between you and NSI or the "primary user" identified by you in the portal, provided, however, that a notice of suspension of Services provided pursuant to Section 6 or 7.1, may be provided by posting of suspension in the NSI portal, NSI website, or NSI status website. Any notice to NSI hereunder shall be provided to NSI, 55 Broad Street, 19th Floor, New York, NY 10004, Attn: Legal, with a copy by email to notices@nsi.com.

12.6. Severability. If any provision is found to be unenforceable, it will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

12.7. No Waiver. Waivers must be signed by the waiving party and one waiver will

not imply any future waiver.

12.8. Injunctive Relief. The Parties agree and acknowledge that any violation of Sections 2.2, 3.3 or 3.4 will cause irreparable harm and injury to the non-breaching Party and that, in addition to all other remedies that may be available in law or otherwise, the aggrieved Party shall be entitled to seek equitable relief, including injunctive relief, against the threatened or actual breach of this Agreement or the continuation of any such breach, without the necessity of proving actual damages. The Parties waive any requirement for security or posting of a bond in connection with any such equitable remedy.

12.9. Governing Law; Jurisdiction. This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of, the State of New York without regard to conflicts of laws provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a state or federal court in New York County, New York, and each party irrevocably submits to the jurisdiction and venue of such courts. EACH PARTY HEREBY WAIVES ANY OBJECTION TO THIS VENUE AS INCONVENIENT OR INAPPROPRIATE, AND AGREES TO EXCLUSIVE JURISDICTION AND VENUE IN NEW YORK.

12.10. Non-Exclusive. Nothing herein prohibits NSI from creating or offering the Services or entering into any similar agreement with any other party.

12.11. Amendment. NSI may amend the terms and conditions of this Agreement at any time by reasonable notice, including without limitation by posting revised terms on its website, which amended terms and conditions shall be binding upon you, except in the case of any material change to this Agreement. In the case of any material change to this Agreement, such amendment shall become effective when you click an "I Accept", "OK", or "I Agree" button or otherwise click a check box indicating acceptance when presented with such amendment.

12.12. Third Party Services. Sections 5 and 12.2 and the definition of "Service Order" shall not apply with respect to any Third Party Services. With respect to any Third Party Services, your obligation to make payments under Section 7 shall be read to indicate your obligation to pay such third party; your failure to pay such third party shall be read to indicate NSI's right to suspend and/or terminate this Agreement pursuant to the provisions provided in this Agreement; and the term of this Agreement under Section 8.1 shall be read to conform to the term of any applicable agreements between you and such third party concerning the Third Party Services.

12.13. Supremacy. To the extent that there exists any express conflict or inconsistency between this Agreement and any Master Services Agreement and Service Order executed by both you and NSI, the terms of such Master Services Agreement and Service Order shall govern and this Agreement shall be interpreted to conform to the language of such Master Services Agreement and Service Order. By clicking an "I Accept", "OK", or "I Agree" button or otherwise clicking a check box presented with this Agreement indicating acceptance, or upon the date that you first access or use the Services after being presented with this Agreement, you hereby agree that any terms included in a Purchase Order issued by you or on your behalf shall no longer be effective and that in the case of any such terms, this

Agreement shall govern.