

**THIS END USER LICENSE AGREEMENT IS A LEGAL AGREEMENT BY AND AMONG NSONE INC. (“NS1”) 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 SOFTWARE, SOFTWARE SERVICES, PROFESSIONAL SERVICES, OR DELIVERABLES (AS SUCH TERMS ARE DEFINED BELOW). THE MASTER AGREEMENT, EACH ORDER FORM, AND EACH SCHEDULE HERETO COLLECTIVELY CONSTITUTE THE “AGREEMENT.”**

**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 USE THE SOFTWARE, SOFTWARE SERVICES, PROFESSIONAL SERVICES, OR DELIVERABLES AFTER YOU HAVE BEEN PRESENTED WITH THESE TERMS (THE “EFFECTIVE DATE”).**

**YOU HEREBY REPRESENT TO NS1 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 SOFTWARE, SOFTWARE SERVICES, PROFESSIONAL SERVICES, OR DELIVERABLES.**

Any Software, Software Services, Professional Services, or Deliverables provided to you by NS1 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 NS1 to you pursuant to an Order Form between you and NS1, shall be deemed to be Software, Software Services, Professional Services, or Deliverables, as applicable, under this Agreement and shall be subject to the terms hereof.

If you use any Software, Software Services, Professional Services, or Deliverables provided by NS1 without payment therefor (a “Free Service”), your use of such Free Services shall be solely governed by the terms set forth on [ns1.com/terms-of-service](https://ns1.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.

You and NS1 agree that this Master Agreement (“Master Agreement”) is a binding agreement between the parties and is subject to the additional terms set forth in (i) each order form executed by the parties that references this Agreement (each, an “Order Form”) and (ii) each schedule affixed hereto relating to the Software, Software Services, Professional Services, or Deliverables purchased by you via an Order Form (each, a “Schedule”). Unless otherwise specified, capitalized terms in the Agreement have the meanings set forth in this Master Agreement.

**1. Software and Software Services.**

a. NS1 shall provide to you a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use: (i) certain software services (“Software Services”), (ii) professional consulting services as

the parties may mutually agree (“Professional Services”), (iii) any tangible work product or other deliverables to be provided to you by NS1 in conjunction with the Professional Services (“Deliverables”), and/or (iv) certain software (“Software”), and NS1’s documentation and specifications for the Professional Services, Software Services, and Software (including without limitation, user manuals, installation and setup guides, functional specifications, release notes and training materials) (“Documentation”), in each case as set forth in an Order Form therefor, subject to the terms and conditions of this Agreement, including without limitation your payment of all of the Fees (defined below) due hereunder during the term set forth in the Order Form therefor. This Agreement permits you to use and access the Software Services, as applicable, from the internet or through an online network. You may print and download materials and information from the Software Services or the Documentation 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 Software Services shall be subject to the obligations and restrictions regarding use of the Software Services as set forth in this Agreement.

b. You may use NS1 Products (as defined below) (i) only for you, and not on an outsourced basis, as a service bureau, for resale, or similarly on behalf of or for the direct or indirect benefit of third parties, and (ii) only in accordance with the other terms of this Agreement. You will be responsible for your employees’, agents’ and contractors’ (collectively, “Users”) compliance with the terms hereof.

c. Without limiting the foregoing, you agree that you will not: (i) use any NS1 Products in a manner that is inconsistent with the terms of this Agreement; (ii) modify, adapt, translate, copy, decompile, disassemble, or reverse engineer any NS1 Products or any portion of the underlying software to any NS1 Products; (iii) use, sell, lease or permit use of any portion of the NS1 Products for the benefit of any third party; (iv) use any NS1 Products to violate any applicable law, regulation or order, including without limitation, any applicable export control and data protection laws; (v) use NS1 Products in any manner to incite imminent harm or violence; or (vi) use NS1 Products to develop, test or enhance any products that are competitive to any products or services offered by NS1 or its affiliates.

## 2. **Ownership.**

a. The Professional Services, Deliverables, Software Services, Software, Documentation, all improvements, enhancements, modifications, Customer-specific upgrades, Intellectual Property Rights, and updates thereto; NS1’s graphics, logos, names, designs, page headers, button icons, scripts, and service names; the “look” and “feel” of the Software Services and Software including any graphical user interfaces and user portals (including color combinations, button shapes, layout, design and all other graphical elements); and NS1’s API definitions and documentation, data integration interfaces and protocols (collectively, “NS1 Products”), will remain the exclusive, sole and absolute property of NS1 or the third parties from whom NS1 has obtained the right to use such NS1 Products. Any intellectual property created by NS1 pursuant to this Agreement, or created by any other party at the request or direction of NS1, and any Intellectual Property Rights in each of the foregoing, will be owned by NS1. All rights, including, without limitation, Intellectual Property Rights, to NS1 Products not expressly granted herein to you are hereby reserved by NS1.

b. Except as expressly stated herein, you will retain all right, title and interest, including all associated Intellectual Property Rights, in and to data that you, or your agent on your behalf, enters into NS1 Products (“Customer Data”), and, as between you and NS1, such Customer Data will remain your sole property. NS1 shall use Customer Data solely to provide NS1 Products to you.

c. "Intellectual Property Rights" means any and all intellectual property rights existing from time to time under any law or regulation, including without limitation, patent law, copyright law, semiconductor chip protection law, moral rights law, trade secret law, trademark law, unfair competition law, publicity rights law, or privacy rights law, and any and all other proprietary rights, and any and all applications, renewals, extensions and restorations of any of the foregoing, now or hereafter in force and effect worldwide.

### 3. **Fees; Expenses; Payment Terms.**

a. In consideration of receiving the limited rights to use certain NS1 Products as set forth in this Agreement, with the exception of your use of Free Services, you will pay the fees set forth in each Order Form (the "Fees") hereto. Unless otherwise stated in an Order Form, you will pay the fees set forth in each invoice issued by NS1 hereunder within thirty (30) days of the date of such invoice. All payments shall be made in U.S. dollars in immediately available funds. Amounts due are net of any bank, transfer or other third-party fees.

b. All Fees are exclusive of all taxes and similar fees now in force or enacted in the future or imposed on the delivery, use and license of NS1 Products, including without limitation, sales, services, use, value added and withholding taxes, all of which you will be responsible for and will pay in full, other than taxes based on NS1's net income or property. In the event an applicable taxing authority, as a result of an audit or otherwise, assesses additional taxes for goods or services sold under this Agreement at any time, you will be solely responsible for payment of such additional taxes and all costs associated with such assessment. Additionally, should you be required under any applicable law or regulation, domestic or foreign, to withhold or deduct any portion of the payments due to NS1 hereunder, then the sum due to NS1 will be increased by the amount necessary to yield to NS1 an amount equal to the sum NS1 would have received had no withholdings or deductions been made.

c. Where this Agreement establishes a due date for a payment and/or a recurring method for payment, payment will be due and payable on such due date and/or according to the method specified. Other fees or expenses charged pursuant to this Agreement will be paid at the amounts set forth in the invoice within 30 (thirty) days following NS1's delivery of the invoice. NS1 may direct invoices to the contact person(s) listed as an "Authorized Contact" or otherwise similarly listed on the signature page of any master agreement regarding the purchase of services between you and NS1, or to the "primary user" identified by you in the portal. In order to satisfy any outstanding fee as set forth in an Order Form, including your obligation to pay the amount of such fees on or before the applicable payment due date as set forth in such Order Form, you hereby authorize NS1 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 NS1.

NS1 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 NS1's reclassification of a paid service to a Free Service. NS1 will notify you before NS1 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.

d. Any invoices not paid when due will accrue interest at a rate equal to the lesser of 1.5% per month or the maximum rate permitted by law. If you fail to pay an invoice when due and such failure continues for 30 days following the due date for such invoice, NS1 may suspend your rights to use the NS1 Products hereunder.

### 4. **Limited Warranty.**

a. Each party represents and warrants to the other that it has full right, power and authority to enter into and perform its obligations under this Agreement, without any third party consents or conflicts with any other agreement.

b. EXCEPT FOR (i) THE WARRANTIES EXPRESSLY SET FORTH ABOVE IN THIS SECTION, (ii) PRODUCT SPECIFIC WARRANTIES EXPRESSLY SET FORTH IN AN ORDER FORM OR SCHEDULE HERETO AND (iii) ANY WARRANTY, REPRESENTATION OR CONDITION TO THE EXTENT THE SAME CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW, EACH PARTY AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS MAKE NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIM AND EXCLUDE ANY AND ALL WARRANTIES, REPRESENTATIONS AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, WHETHER ARISING BY OR UNDER STATUTE, COMMON LAW, CUSTOM, USAGE, COURSE OF

PERFORMANCE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, NS1 AND ITS LICENSORS, AFFILIATES, AGENTS, SUBCONTRACTORS AND SUPPLIERS DO NOT WARRANT, AND EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, THAT ANY NS1 PRODUCTS PROVIDED BY OR ON BEHALF OF NS1 WILL SATISFY CUSTOMER'S REQUIREMENTS OR THAT THEIR USE OR OPERATION WILL BE ERROR OR DEFECT-FREE OR UNINTERRUPTED, OR THAT ALL PRODUCT DEFECTS WILL BE CORRECTED. EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH ABOVE IN THIS SECTION AND PRODUCT SPECIFIC WARRANTIES EXPRESSLY SET FORTH IN AN ORDER FORM OR SCHEDULE HERETO, NS1 PRODUCTS, INCLUDING ALL CONTENT THEREIN, ARE PROVIDED "AS IS," WITH ALL FAULTS AND WITHOUT ANY GUARANTEES REGARDING QUALITY, PERFORMANCE, SUITABILITY, TIMELINESS, DURABILITY, INTEGRABILITY OR ACCURACY, AND CUSTOMER ACCEPTS THE ENTIRE RISK OF AND RESPONSIBILITY FOR SELECTION, USE, QUALITY, PERFORMANCE, SUITABILITY AND RESULTS OF USE THEREOF.

5. **LIMITATIONS ON LIABILITY.** NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, INACCURACY OF DATA, 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. WITH THE EXCEPTION OF FREE SERVICES, EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES DUE TO BE PAID BY CUSTOMER TO NS1 UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE FIRST CLAIM AROSE. IN THE CASE OF FREE SERVICES, NS1'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED \$100. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION 5 SHALL NOT APPLY TO A PARTY'S LIABILITY RESULTING FROM A BREACH OF ITS OBLIGATIONS UNDER SECTIONS 1.b., 1.c., OR 3.

6. **Indemnification.**

a. NS1 will indemnify, defend and hold harmless you (including your directors, officers, employees and agents) from and against third party claims, demands, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees) ("Claims") that the NS1 Products, in the form delivered to you by NS1, and when used in accordance with the terms of this Agreement, constitutes a direct infringement or misappropriation of a valid U.S. patent, copyright, trademark or trade secret of such third party in each case, in effect as of the date of this Agreement.

b. The indemnified party shall give the indemnifying party prompt written notice of any Claim and will cooperate in relation to the Claim. 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. The indemnification under Section 6(a)(i) is limited to the NS1 Products in the form delivered to you and does not cover Claims arising from (i) modifications thereto not made by NS1 or at the express written direction of NS1, (ii) use of NS1 Products in combination with other software or items not provided by NS1, (iii) unauthorized use of NS1 Products, (iv) continued use of a previous version of NS1 Products after NS1 has made a new version of NS1 Products available to you without such claim or (v) your breach of this Agreement.

7. **Term; Termination.**

a. This Agreement starts on the Effective Date set forth herein and continues until expiration or termination of all Order Forms issued hereunder. Unless otherwise stated in such Order Form, each Order Form shall have a minimum term of one year from the date thereof and will automatically renew for successive one year periods (each

such successive one year period, a “Renewal Term”) 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 7.b. For the duration of each Renewal Term, (a) the scope and quantity of Software Services and/or Software licenses in effect at the conclusion of the immediately preceding term shall remain in effect unless otherwise agreed by the parties and (b) the Fees shall increase by 5% over the price in effect during the last month of the immediately preceding term.

b. If either party hereto fails to perform or observe any material term or condition of this Agreement, including your failure to pay any Fees, and such failure continues unremedied for 30 (thirty) days after the non-breaching party’s issuance of written notice, the non-breaching party may terminate this Agreement. Notwithstanding the foregoing, if the breaching party has in good faith commenced to remedy such failure and such remedy cannot reasonably be completed within such 30-day period, then the breaching party will have an additional 30 (thirty) days to complete such remedy, after which period the other party may terminate this Agreement if such failure continues unremedied.

c. Except for a termination by you pursuant to Section 7.b. due to NS1’s uncured breach of this Agreement, and unless as otherwise set forth in this Agreement, upon any termination of this Agreement, all prepaid Fees will be nonrefundable and you will be responsible for all Fees for the remainder of the term set forth on each Order Form hereunder. In the event of a termination by you pursuant to Section 7.b. due to NS1’s breach of this Agreement, NS1 shall refund any prepaid Fees to you for the period from the termination date to the end of the then-current term of such terminated Order Form. Any termination of this Agreement will not waive or otherwise adversely affect any other rights or remedies the terminating party may have under the terms of this Agreement. Upon termination of this Agreement, the rights and duties of the parties will terminate, other than the obligations that, by their nature, should survive the termination or expiration of this Agreement.

d. Unless otherwise stated in this Agreement, you shall pay all due and unpaid fees within ten (10) days following termination or expiration of this Agreement.

## 8. **General.**

a. No Waiver. The failure of either party to enforce any rights granted hereunder or to take action against the other party in the event of any breach hereunder will not be deemed a waiver by that party as to subsequent enforcement of rights or subsequent actions in the event of future breaches.

b. Independent Contractor. You acknowledge that NS1 is at all times an independent contractor and that your relationship with NS1 is not one of principal and agent nor employer and employee. No NS1 personnel will be entitled to participate in any of your compensation or benefits plans.

c. Force Majeure. Neither party will 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 carriers, third-party local exchange and long distance carriers, utilities, Internet service providers, transmitters, vandals, or hackers, or any other similar causes that may be beyond its control.

d. 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.

e. Notice. Any legal notice or official communication required to be given by either party under this Agreement or by law must be in writing and made by hand delivery, express delivery service, overnight courier or electronic mail, to the party receiving such communication. Unless otherwise instructed in writing, such notice will be sent to the contact person(s) listed as an “Authorized Contact” on the signature page of any master agreement regarding the purchase of services between you and NS1. Notice will be deemed given on the date of receipt or first refusal by the recipient. All communications pursuant to this Section will be deemed delivered as follows: (a) upon

receipt, if delivered personally or by a recognized express delivery or courier service; or (b) 24 hours after sent, if delivered by electronic mail. A copy of any notice to NS1 shall be sent to notices@ns1.com.

f. Invalidity. Any provision of this Agreement which is invalid, illegal, or unenforceable in any jurisdiction will, as to that jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid, illegal, or unenforceable in any other jurisdiction.

g. Counterparts. This Agreement may be executed by the parties in separate counterparts by original, .pdf (or similar format for scanned copies of documents) or facsimile signature, each of which when so executed and delivered will be deemed an original, but all such counterparts will together constitute but one and the same instrument.

h. Assignment. Neither party has the power to assign, license, or sub-license any of its rights or obligations hereunder without the prior written consent of the other party, which will not be unreasonably withheld. Any assignment, license, or sub-license attempted without such consent will be void. Notwithstanding the foregoing, a party may assign this Agreement as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or capital stock.

i. 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.

j. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements and understandings relating to the subject matter hereof. The parties represent that they are sophisticated commercial entities, have had the opportunity to consult with their own counsel, and have included in this Agreement all terms material to the parties' rights and obligations with respect to the subject matter hereof and intend this document to be the final expression of their contractual intent. The parties further represent and acknowledge that communications exchanged between the parties during contract negotiation (including, without limitation, requests for proposal ("RFPs") and NS1's responses to such RFPs; questionnaires and responses to same, quotes, presentations, or other marketing or sales materials) do not constitute a part of this Agreement. Purchase orders, work orders or other such documents submitted by you will be for your internal administrative purposes only and the terms and conditions contained in any such purchase order, work order or other such document will have no force or effect and will not amend or modify this Agreement even if NS1 makes NS1 Products available to you and/or issues invoices to you following receipt of any such document. NS1 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. In the event of any inconsistencies or conflicts among the Master Agreement, Order Form, any Schedule or any other terms, agreements, exhibits or schedules included in, or referenced in the Agreement, the following order of priority will control: 1. Order Form, 2. the applicable Schedule 3. Master Agreement and 4. any other terms, agreements, exhibits or schedules expressly included in or referenced by the Agreement.

k. Third Party Services. Section 1 of Schedule A and the definition of "Order Form" shall not apply with respect to any Third Party Services. With respect to any Third Party Services, your obligation to make payments under Section 3 shall be read to indicate your obligation to pay such third party; your failure to pay such third party shall be read to indicate NS1's right to suspend and/or terminate this Agreement immediately; and the term of this Agreement under Section 7.a. shall be read to conform to the term of any applicable agreements between you and such third party concerning the Third Party Services.

1. Supremacy. To the extent that there exists any express conflict or inconsistency between this Agreement and any master agreement regarding the purchase of services, or Order Form, between you and NSI, the terms of such master agreement regarding the purchase of services, and/or Order Form, as applicable, shall govern and this Agreement shall be interpreted to conform to the language of such master agreement regarding the purchase of services, and/or Order Form.

**Schedule A**  
**Software Services**

The terms and conditions set forth herein shall apply upon the execution by you and NS1 of any Order Form including Software Services, and such terms and conditions, collectively with the provisions of the Master Agreement and Order Form, shall govern the purchase and use of any Software Services.

1. **Service Level Agreement.** NS1 shall provide the following limited "Performance Warranty" with respect to Software Services: NS1 infrastructure will resolve the queries it receives to appropriately configured DNS records 100% of the time, subject to the limitations set forth in this Agreement. This Performance Warranty 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 NS1 for the affected Software Services for the month in which NS1 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 NS1 for the affected Software Services for that month. NS1 shall have no liability for service interruptions, or any period during which the Software Services are otherwise unavailable beyond the billing credit set forth in this Section. You acknowledge and agree that your failure to properly configure DNS records will have a direct and material impact on NS1's ability to provide the Software Services and shall relieve NS1 from its warranty obligations hereunder.
2. **Restrictions on Use.** You agree that you will not: (i) knowingly interfere with or disrupt the operation of any Software Services provided to you, or made available by NS1 to third parties; (ii) transmit or make available in connection with any Software Services any denial of service attack, virus, worm, Trojan horse or other harmful code or activity; (iii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures relating to any Software Services without the express written consent of NS1 in each instance; (iv) knowingly take any action with respect to any Software Services that repeatedly imposes, or may repeatedly impose, in NS1's reasonable opinion, an unreasonable or disproportionately large load on NS1's infrastructure; (v) submit, post or make available false, incomplete or misleading information to any Software Services, (vi) impersonate any other person or business, (vii) violate the rights of any other party or infringe upon any intellectual property rights of a party.
3. **Indemnification.** You will indemnify, defend and hold harmless NS1 (including its 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 of this Schedule.
4. **Support.** Provided that Customer has paid all Fees then due and payable under the Agreement, during the term of the Order Form, NS1 will provide the targeted first response times for inquiries on Software Services set forth below based on the tier of Customer Service Offerings set forth in the Order Form and the priority level of the inquiry. Each Targeted First Response Time is measured from the time an inquiry is reported to support@ns1.com.

Priority	Description	Targeted First Response Time
P0 - Urgent	Highest priority. Assigned for service interruptions in which the user is unable to access or use the Software Services or when significant and substantial adverse operational impact occurs preventing any useful work from being done.	<ul style="list-style-type: none"><li>• Premium: 15 minutes</li><li>• Advanced: 15 minutes</li><li>• Standard: 30 minutes</li><li>• Basic: 1 hour</li></ul>
P1 - High	Assigned for service interruptions where the user's production and use of the Software Services is severely impaired or degraded, preventing major functions from being performed.	<ul style="list-style-type: none"><li>• Premium: 15 minutes</li><li>• Advanced: 30 minutes</li></ul>



		<ul style="list-style-type: none"> <li>• Standard: 1 hour</li> <li>• Basic: 2 hours</li> </ul>
P2 - Normal	Assigned for service interruptions where the user's production and use of a non-critical or non-essential function of the Software Services is disabled or impaired.	<ul style="list-style-type: none"> <li>• Premium: 30 minutes</li> <li>• Advanced: 1 hour</li> <li>• Standard: 4 hours</li> <li>• Basic: 8 hours</li> </ul>
P3 - Low	Assigned for general inquiries where there is no interruption to the Software Services.	<ul style="list-style-type: none"> <li>• Premium: 1 hour</li> <li>• Advanced: 4 hours</li> <li>• Standard: 24 hours</li> <li>• Basic: 48 hours</li> </ul>

## Schedule B Software

The terms and conditions set forth herein shall apply upon the execution by you and NS1 of any Order Form including Software, and such terms and conditions, collectively with the provisions of the Master Agreement and Order Form, shall govern the purchase and use of any Software.

### 1. **License.**

a. Subject to the terms and conditions of this Agreement, including without limitation your payment of all of the Fees due under the Agreement, NS1 hereby grants to you a limited, non-exclusive, non-sub-licensable, non-transferable license to use the Software identified in the Order Form and Documentation to such Software during the term of this Agreement.

b. All rights to Software that are granted to you in this Agreement are limited to the object code versions of such Software and in no event will you be deemed to have any right, title or interest in the source code of any Software.

c. To the extent that NS1 makes any new scheduled major releases, service pack releases, or hot fixes of Software (collectively, "New Releases") available to you, such New Releases shall be deemed to be Software hereunder and shall be subject to the same terms and conditions of this Agreement, including, without limitation, any license limitations set forth herein. NS1 shall have no obligation to provide to you any additional tools, services, components, modules, applications or other software or software services now or hereafter offered by NS1, each of which require payment of additional fees. Components included in any media containing the Software not specifically identified on the Order Form shall not be deemed to be included in the Software licensed to you hereunder and you shall not have any right to use any such components.

d. The license granted hereunder grants you the right to use the number of production licenses of Software and the number of non-production licenses of Software set forth in the Order Form. Each installation of a Software container requires a separate license. The maximum number of containers of each component of Software that you are permitted to install at any particular time is set forth on the Order Form. All installations of Software are subject to the terms of this Agreement. Non-production use includes training, development, testing, quality assurance, staging or preproduction provided that such installations of Software containers are not used in a production environment or as a backup to production. You are not permitted to use Software containers that are licensed under a non-production license for any production environments or as a backup to any production environments.

2. **Delivery of Software.** NS1 will deliver Licensed Software, in its preconfigured, out-of-the box format, to you by making it available to you to download through NS1's web portal or other mutually agreed upon delivery method.

3. **Records.** You agree to maintain complete and accurate records during the term of this Agreement and for a period of two (2) years thereafter with respect to your compliance with the terms and conditions of this Agreement, including, without limitation, any license limitations set forth herein. NS1 will have the right, at its own expense, upon reasonable prior notice, periodically to inspect and audit your records and use of Software for purposes of determining your compliance. You agree to cooperate with NS1 in the performance of any such audit, and shall provide to NS1 such access to all relevant records, data, information, personnel and/or facilities as NS1 may reasonably request for such limited purposes. If NS1's inspection and audit reveals that you have under reported or underpaid, you shall promptly pay such amounts as are necessary to rectify such under reporting or underpayment. If the amount of such under reporting or underpayment equals or exceeds five percent (5%) of the total amounts paid by you during such period, you shall reimburse NS1 for the cost of such inspection and audit.

#### 4. **Software Warranty.**

a. The Software, in the form delivered by NS1, (i) conforms in all material respects to the Documentation and (ii) does not contain any computer instructions, code, software, program or other technology whose purpose is to damage or maliciously interfere with your systems, including any code containing viruses, worms, disabling code, time bombs, Trojan horses, spyware, malware or other surreptitious code that self-replicates.

b. As the exclusive remedy of you for a breach of the limited warranties set forth in Section 4 of this Schedule B, NS1 will, at its option, either (i) correct or repair Software, or (ii) accept termination of Order Form for such Software and refund the unused balance of any prepaid Fees for such Software, prorated for the period commencing on the date the error or defect was reported by you to NS1 and continuing throughout the balance of the period to which such Fees apply. None of the above warranties or remedies in this Section 4 will apply with respect to any software that has been damaged or modified by any party other than NS1, or used in a manner not in accordance with this Agreement, or for which the software is not designed or intended.

5. **Effect of Termination.** Within seven (7) days following termination or expiration of the Order Form, you shall uninstall and delete all Software and Documentation in their entirety from all of your systems and certify in writing as to the uninstallation and deletion of Software and the Documentation in accordance with this Section 5. NS1 may utilize license keys or other reasonable controls to enforce license term limitations. You will cooperate with NS1 in all such efforts. Upon termination or expiration of this Agreement, all licenses granted hereunder shall be deemed to be terminated effective immediately.

6. **Customer Configurations.** You will be permitted to use one or more application programming interfaces (APIs), command line interfaces (CLIs), and web interfaces made available by NS1 to configure the Software hereunder in accordance with the Documentation (such configurations or other modifications, "Customer Configurations"). You will not use any other method to modify or configure the Software. You shall not create any Customer Configuration that, in whole or in part, mimics any material functionality of any software or service developed or marketed by NS1 or that would reasonably be deemed competitive to any software or service developed or marketed by NS1. NS1 disclaims all representations and warranties, express or implied, regarding Customer Configurations and assumes no liability whatsoever with respect to Customer Configurations. You must indemnify and hold harmless NS1 from all damages and out-of-pocket costs (including reasonable attorney fees) for any third-party action based on or arising from any Customer Configuration.

7. **Back-Up Activities.** You have the sole responsibility for the maintenance and protection of all data input into Software, including, without limitation, the making, storing and security of back-up and archive copies of such data (collectively "Back-Up Activities"), and you acknowledge NS1 will not perform any Back-Up Activities for or on behalf of you.

#### 8. **Support.**

a. Provided that you have paid all Fees then due and payable under the Agreement, during the term of the Order Form, (i) NS1 will offer maintenance and support for the last two Long Term Support Versions (as defined in the Documentation) and the last two Short Term Support Versions (as defined in the Documentation) and (ii) NS1 will make New Releases available to you that NS1 generally makes available to customers that have licensed the Software identified on the Order Form.

b. Error descriptions (each an "Error"), the Error priority levels and corresponding targeted first response time per level are each described in the table below. Each Targeted First Response Time is based on the tier of support set forth in the Order Form and measured from the time an Error is reported to support@ns1.com.

Priority	Description	Targeted First Response Time
P0 - Urgent	Highest priority. Assigned for errors in which the user is unable to access or use the Software or when significant and substantial adverse operational impact occurs preventing any useful work from being done.	<ul style="list-style-type: none"> <li>• Premium: 15 minutes</li> <li>• Advanced: 15 minutes</li> <li>• Standard: 30 minutes</li> <li>• Basic: 1 hour</li> </ul>
P1 - High	Assigned for errors where the user's production and use of the Software is severely impaired or degraded, preventing major functions from being performed.	<ul style="list-style-type: none"> <li>• Premium: 15 minutes</li> <li>• Advanced: 30 minutes</li> <li>• Standard: 1 hour</li> <li>• Basic: 2 hours</li> </ul>
P2 - Normal	Assigned for errors where the user's production and use of a non-critical or non-essential function of the Software is disabled or impaired.	<ul style="list-style-type: none"> <li>• Premium: 30 minutes</li> <li>• Advanced: 1 hour</li> <li>• Standard: 4 hours</li> <li>• Basic: 8 hours</li> </ul>
P3 - Low	Assigned for general inquiries where there is no interruption to the use of the Software.	<ul style="list-style-type: none"> <li>• Premium: 1 hour</li> <li>• Advanced: 4 hours</li> <li>• Standard: 24 hours</li> <li>• Basic: 48 hours</li> </ul>

**c. Error Reporting and Diagnosis.**

i. You must designate a representative as the contact that will report Errors to NS1 and be NS1's primary contact for the provision of support pursuant to the terms of this Agreement (such representative is referred to herein as the "Customer Contact"). When a Customer Contact reports an Error to support@ns1.com, NS1 will use commercially reasonable efforts to diagnose the root cause of the Error ("Diagnosis"). Upon completing the Diagnosis, each Error will be classified as either a "Warranty Error" or a "Non-Warranty Error" pursuant to Section 8.c.ii. below.

ii. "Warranty Errors" are all Errors that do not qualify as Non-Warranty Errors. Support is limited to Warranty Errors. "Non-Warranty Errors" are Errors resulting from any of the following causes: (i) misuse, improper use, alteration or damage of Software; (ii) operator error; (iii) incorrect data entry; (iv) third-party software not part of Software; (v) failure to incorporate any New Release previously provided to you by NS1 which corrects such Error; (vi) modification of Software performed by or on behalf of you by a party other than NS1; (vii) hardware error; and (viii) technical consulting services provided by NS1 at your request (e.g., change orders, integration development, or configuration design and implementation), unless you notify NS1 of such problem within the applicable warranty period set forth in the governing statement of work, order form or agreement. You acknowledge that each version of Software is intended for use only with the software and hardware described in the Documentation for such version of Software, and you will be solely responsible for its adherence thereto.

**Schedule C**  
**Professional Services**

The terms and conditions set forth herein shall apply upon the execution by you and NS1 of any Order Form including Professional Services, and such terms and conditions, collectively with the provisions of the Master Agreement and Order Form, shall govern the purchase and use of any Professional Services.

**1. Scope and Performance of Services.**

- a. Each Order Form will reference a Statement of Work (“SOW”) or similar document that details (i) the Professional Services purchased by you, and (ii) any Deliverables. Any such Order Form, when executed by the parties pursuant to the terms of this Schedule C, will be deemed incorporated into this Agreement and made a part hereof for all purposes. Each SOW will be subject to the terms and limitations set forth in this Agreement. In the event of any conflict between an SOW and this Agreement, this Agreement shall control.
- b. NS1 is permitted to, at its sole cost and expense, subcontract the performance of some or all of the Professional Services to be provided pursuant to a SOW, provided that NS1 remains fully responsible for the performance of such subcontractor in accordance with the terms herein. In performing any Professional Services at your site, NS1’s and its subcontractors’ personnel (collectively, the “Consulting Personnel”) will adhere in all material respects to all of your reasonable personal conduct security policies provided to NS1 in advance. Unless otherwise agreed to by both parties, the Consulting Personnel will observe your working hours and holiday schedules while working on your premises.
- c. In order to facilitate the performance of the Professional Services, you will make available in a timely manner, at no charge to NS1, all facilities, programs, files, equipment, documentation, test data, sample output, or other information and resources reasonably required by NS1 for the performance of the Professional Services (“Customer Resources”). NS1 and its subcontractors are hereby granted a nonexclusive, non-transferrable, non-sub-licensable, fully paid-up license to use the Customer Resources during the term of this Agreement for the sole purpose of performing the Professional Services and/or producing any Deliverables. NS1 will not be liable for any damages or claims arising from delays caused by your failure to fulfill the foregoing obligations.

**2. Proprietary Rights and Ownership.**

- a. During the term of this Agreement and for the additional period of time indicated in any Order Form, subject to the terms and conditions set forth herein, NS1 shall grant to you a personal, non-transferable, non-sublicensable, non-exclusive, right and license to use the Professional Services and Deliverables solely for the internal business purposes of you.
- b. You acknowledge that NS1 is engaged in the process of continuously improving its products for a wide variety of customers and that NS1 will continue these activities. Nothing in this Agreement will be deemed to preclude or limit NS1 from using intellectual property developed in the provision of the Professional Services or creation of Deliverables hereunder to develop any products, end-user services, or other materials for itself or other customers, so long as such services and/or products do not incorporate your confidential information.
- c. In the event that any Deliverables are clearly marked as “Custom Deliverables to be owned by Customer” on an SOW, such Deliverables will be deemed Customer Data only following your fulfillment of all payment obligations under the Order Form(s) issued under this Agreement.

**3. Limited Warranty.**

- a. NS1 warrants, solely for the benefit of you, that all Professional Services rendered pursuant to this Agreement will be performed in a professional manner substantially consistent in all material respects with industry practices.

b. NS1 warrants, solely for the benefit of you, that for a period of 30 (thirty) days after delivery, the Deliverables will substantially perform in all material respects with the specifications contained in the applicable Documentation.

4. **Termination of Professional Services.**

a. Either party may terminate the Professional Services at any time without cause upon 30 (thirty) days prior notice.

b. Upon any termination of the Professional Services, all paid fees will be nonrefundable and you will be responsible for all Fees and expenses for all Deliverables provided or Professional Services performed up to, and including, the effective date of termination.

5. **Consulting Personnel.** NS1 agrees to keep materially accurate and complete records of tasks and hours of the Consulting Personnel in performing the Professional Services. NS1 will be solely responsible for, at its own cost, performing adequate pre-employment screening for each of the Consulting Personnel.

6. **Back-Up Activities.** You have the sole responsibility for the Back-Up Activities, and you acknowledge NS1 will not perform any Back-Up Activities for or on behalf of you.

7. **Expenses.** Customer agrees to reimburse NS1 for all out of pocket costs and expenses (including, without limitation, travel expenses) incurred by NS1 and in connection with any Professional Services provided hereunder.