Service Description

All defined terms used herein but not defined herein have the meaning set forth in the CSA. This service description is a TD for NS1 Products, including NS1 Cloud Services all other Services. The terms herein supplement the terms and conditions set forth in the other portions of the Agreement.

1. NS1 Products.

1.1 NS1 Products License Grant

NS1 shall provide to Client a limited, revocable, non-assignable, non-transferrable, non-sublicensable, non-exclusive license to use: (i) the NS1 Cloud Services, (ii) professional consulting services as the parties may mutually agree ("Professional Services"), and/or (iii) any tangible work product or other deliverables to be provided to Client by NS1 in conjunction with the Professional Services ("Deliverables"), and NS1's generally available user guides and documentation to support Client's use of the applicable Services ("Documentation"), in each case as set forth in a TD therefor. Client is permitted to access and use NS1 Cloud Services from the internet or through an online network. Client may print and download materials and information from the NS1 Cloud Services or the Documentation solely for Client's use, provided that all such copies contain all copyright and other applicable notices contained in such materials and information.

1.2 Use Restrictions

1.2.1 General Use Restrictions

Client may use NS1 Products only in accordance with the terms of the Agreement and will not use the NS1 Products in a manner that is inconsistent with the terms of the Agreement.

1.2.2 Specific Use Restrictions

Client may use NS1 Products only for Client, 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. . Without limiting the foregoing, Client will not: (i) modify, adapt, translate, copy, decompile, disassemble, or reverse engineer any NS1 Products or any portion of the underlying software to any NS1 Products; (ii) use, sell, lease or permit use of any portion of the NS1 Products for the benefit of any third party; (iii) use any NS1 Products to violate any applicable law, regulation or order, including without limitation, any applicable export control and data protection laws; (iv) use NS1 Products in any manner to incite imminent harm or violence; (v) use NS1 Products to develop, test or enhance any products that are competitive to any products or services offered by NS1 or its affiliates; (vi) knowingly interfere with or disrupt the operation of any NS1 Cloud Service provided to Client, or made available by NS1 to third parties; (vii) transmit or make available in connection with any NS1 Cloud Service any denial of service attack, virus, worm, Trojan horse or other harmful code or activity; (viii) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures relating to any NS1 Cloud Service without the express written consent of NS1 in each instance; (ix) knowingly take any action with respect to any NS1 Cloud Service that repeatedly imposes, or may repeatedly impose, in NS1's reasonable opinion, an unreasonable or disproportionately large load on NS1's infrastructure; (x) submit, post or make available false, incomplete or misleading information to any NS1 Cloud Service; (xi) impersonate any other person or business; or (xii) violate the rights of any other party or infringe upon any intellectual property rights of a party.

1.2.3 Specific Use Restrictions Indemnification

Client will indemnify, defend and hold harmless NS1 (including its affiliates and its and their 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) relating to Client's breach of Section 1.2.2 of this service description.

2. Ownership.

The NS1 Products (including: (a) the NS1 Cloud Services, other Services, Deliverables, Documentation, all improvements, enhancements, modifications, Client-specific upgrades, Intellectual Property Rights, and

updates thereto; (b) NS1's graphics, logos, names, designs, page headers, button icons, scripts, and service names; the "look" and "feel" of the NS1 Cloud Services including any graphical user interfaces and user portals (including color combinations, button shapes, layout, design and all other graphical elements); and (c) NS1's API definitions and documentation, data integration interfaces and protocols), 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 the 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 Client are hereby reserved by NS1. "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. **Additional Payment Terms**.

Unless a TD expressly specifies otherwise, 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. NS1 may direct invoices to the contact person(s) listed as an "Authorized Contact" or otherwise similarly listed on the signature page of the CSA or any applicable TD, or to the "primary user" identified by Client within the NS1 Cloud Services. In order to satisfy any outstanding fee as set forth in a TD, including Client's obligation to pay the amount of such fees on or before the applicable payment due date as set forth in such TD, Client hereby authorizes 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 Client to an account or accounts maintained by NS1. 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 Client fails to pay an invoice when due and such failure continues for 30 days following the due date for such invoice, NS1 may suspend Client's rights to use the NS1 Products hereunder.

4. **Terms Applicable to the Cloud Services hosted on Amazon Web Services (AWS)**

Notwithstanding anything to the contrary herein, the following prevails over anything to the contrary in the TD, Attachment, CSA, DPA, DPA Exhibits or any other terms, agreements, exhibits or schedules expressly included in or referenced by the Agreement: The NS1 Cloud Services application layer (in whole or in part) and Client's data and content are hosted by AWS and not managed by NS1. The NS1 Cloud Services infrastructure, certain aspects of the NS1 Cloud Services platform, and related services, including: data center, servers, storage and network; application and data backup; perimeter security and threat detection; and APIs for application deployment, monitoring and operation (collectively, the "Third Party Cloud Services") are hosted and managed by AWS. Accordingly, notwithstanding anything in the TD, Attachment, CSA, DPA, DPA Exhibits or any other terms, agreements, exhibits or schedules expressly included in or referenced by the Agreement:

A. If AWS withdraws or terminates its services or NS1's or Client's access to such services, NS1 may (i) provide Client access to a functionally equivalent Cloud Service offering; or (ii) terminate the Cloud Services immediately upon the effective date of such termination by AWS by providing notice of termination to Client.

B. NS1 makes no warranties or conditions, express or implied, regarding the Third-Party Cloud Services or to the Cloud Services to the extent dependent on the Third-Party Cloud Services. The foregoing disclaimer does not apply to or limit compensation that may be payable under a service level agreement in place between NS1 and Client.

C. The Data Security and Privacy Principles (DSP) and Data Processing Addendum (DPA) incorporated into the CSA do not apply to the Third-Party Cloud Services or to the Cloud Services solely to the extent dependent on or under the control of the Third-Party Cloud Services or AWS. With respect to such Third Party Cloud Services and the Cloud Services to the extent dependent on or under the control of the Third Party Cloud Services or AWS, the data protection and technical and operational security measures for the Cloud Services will be no less than those described in the AWS Customer Agreement and its referenced attachments available here: https://aws.amazon.com/agreement/.

5. **Service Level Agreement**

NS1 shall provide the following limited "Performance Warranty" with respect to NS1 Cloud 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 the Agreement. This Performance Warranty relates solely to NS1's routing and software and does not apply to any periods of outages on Client's network or servers. NS1's liability with

respect to a breach of the Performance Warranty shall be limited to providing Client with a 5% credit of the fees paid by Client to NS1 for the affected NS1 Cloud Services for the month in which NS1 breaches the Performance Warranty for every 0.05% of such month during which Client is unable to transmit information, up to an aggregate of 50% of fees paid by Client to NS1 for the affected NS1 Cloud Services for that month. NS1 shall have no liability for service interruptions, or any period during which the NS1 Cloud Services are otherwise unavailable beyond the billing credit set forth in this Section. Client acknowledges and agrees that its failure to properly configure DNS records will have a direct and material impact on NS1's ability to provide the NS1 Cloud Services and shall relieve NS1 from its warranty obligations hereunder.

6. **Support**

During the term of the ordering TD, NS1 will provide the targeted first response times for inquiries on NS1 Cloud Services set forth below based on the tier of support (e.g., Basic, Standard, Advanced, Premium) set forth in the ordering TD 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 NS1 Cloud Services or when significant and substantial adverse operational impact occurs preventing any useful work from being done.	• Premium: 15 minutes • Advanced: 15 minutes • Standard: 30 minutes • Basic: 1 hour
P1 - High	Assigned for service interruptions where the user's production and use of the NS1 Cloud Services is severely impaired or degraded, preventing major functions from being performed.	• Premium: 15 minutes • Advanced: 30 minutes • Standard: 1 hour • Basic: 2 hours
P2 - Normal	Assigned for service interruptions where the user's production and use of a non-critical or non-essential function of the NS1 Cloud Services is disabled or impaired.	• Premium: 30 minutes • Advanced: 1 hour • Standard: 4 hours • Basic: 8 hours
P3 - Low	Assigned for general inquiries where there is no interruption to the NS1 Cloud Services.	• Premium: 1 hour • Advanced: 4 hours • Standard: 24 hours • Basic: 48 hours

7. **Professional Services**

7.1 **Scope and Performance of Services**

7.1.1 Each ordering TD for Professional Services will detail (i) the Professional Services purchased by Client, and (ii) any Deliverables. Any such ordering TD, when executed by the parties, will be deemed incorporated into the Agreement.

7.1.2 NS1 is permitted to, at its sole cost and expense, subcontract the performance of some or all of the Professional Services, provided that NS1 remains fully responsible for the performance of such subcontractor in accordance with the Agreement. In performing any Professional Services at Client's site, NS1's and its subcontractors' personnel (collectively, the "Consulting Personnel") will adhere in all material respects to all of Client's reasonable personal conduct security policies provided to NS1 in advance. Unless otherwise agreed to by both parties, the Consulting Personnel will observe Client's working hours and holiday schedules, while working on Client's premises.

7.1.3 In order to facilitate the performance of the Professional Services, Client 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 ("Client Resources"). NS1 and its subcontractors are hereby granted a nonexclusive, non-transferrable, non-sub-licensable, fully paid-up license to use the Client Resources

during the term of the 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 Client's failure to fulfill the foregoing obligations.

7.2   Proprietary Rights and Ownership.

7.2.1   During the term of the Agreement, NS1 shall grant to Client a personal, non-transferable, non-sublicensable, non-exclusive, right and license to use the Professional Services and Deliverables solely for Client's internal business purposes.

7.2.2   Client acknowledges that NS1 is engaged in the process of continuously improving its products for a wide variety of clients and that NS1 will continue these activities. Nothing in the 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 clients, so long as such services and/or products do not incorporate Client's confidential information.

7.2.3   In the event that any Deliverables are clearly marked as "Custom Deliverables to be owned by Client" on an ordering TD for Professional Services, such Deliverables will be deemed Content only following Client's fulfillment of all payment obligations under such ordering TD for Professional Services.

7.3   Limited Warranty

NS1 warrants, solely for the benefit of Client, that: (a) all Professional Services rendered pursuant to the Agreement will be performed using commercially reasonable care and skill; and (b) 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.

7.4   Termination of Professional Services

Either party may terminate the Professional Services at any time without cause upon 30 (thirty) days prior written notice. Upon any termination of the Professional Services, all paid fees will be nonrefundable and Client 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.

7.5   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.

7.6   Expenses

Client agrees to reimburse NS1 for all out-of-pocket costs and expenses (including, without limitation, travel expenses) incurred by NS1 in connection with any Professional Services.

8.   Pulsar Data

In connection with NS1's Pulsar add-on service, the following shall apply: Client shall: (i) utilize the API provided by NS1 to provide Pulsar Data (as defined below) to NS1; and/or (ii) install the JavaScript tag provided by NS1 on its websites, applications and services to provide Pulsar Data to NS1. Customer acknowledges and agrees that NS1 may use Pulsar Data: (a) to provide Services to Client; (b) to make DNS query traffic routing decisions for Client; and (c) provided that NS1 uses Pulsar Data on an anonymized and aggregated basis in compliance with applicable data privacy laws, to create, use and commercialize measurement, routing and reporting tools. As used herein, "Pulsar Data" means all data provided to NS1 by Client through NS1's API and/or NS1's JavaScript tag, including, without limitation, individuals' IP addresses.