

Freemium 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's Freemium services, which is a Preview Cloud Service. 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 the NS1 Cloud Services and NS1's generally available user guides and documentation to support Client's use of the NS1 Cloud Services ("Documentation"). 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.

1.2.4 Additional Freemium Use Restrictions

Client is only permitted to use NS1 Freemium services for: (i) up to five million (5,000,000) DNS queries; (ii) five hundred (500) DNS records; (iii) one (1) filter chain; and (iv) one (1) monitor. While Client will not be charged if these limits are exceeded, NS1 reserves the right to immediately terminate the NS1 Freemium services if any of these limits are exceeded for three (3) consecutive months. Subject to the terms of the Agreement, Client's Freemium service term will not have an end date,

unless Client's Freemium account(s) are inactive for one hundred eighty (180) days, in which case, NS1 reserves the right to immediately delete such account(s).

2. Ownership.

The NS1 Products, including: (a) the NS1 Cloud Services, 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. 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/>.