

Cloud Services Agreement

Complete Agreement: This Cloud Services Agreement (CSA) and applicable Attachments and Transaction Documents are the complete agreement regarding each transaction under this CSA (together, the Agreement) under which the client who executes this CSA (Client) may order Cloud Services from NSONE Inc., an IBM Company (NS1), which may consist of NS1 Cloud Services or other labor based Services to support use of Cloud Services NS1 provides (Services, and collectively with Cloud Services, the NS1 Products).

Transaction Documents: Transaction Documents (TDs) provide the specifics of transactions, such as charges and a description of and information about the NS1 Products. Examples of TDs include statements of work, service descriptions, ordering documents and invoices. There may be more than one TD applicable to a transaction.

Attachments: Documents identified as Attachments provide supplemental terms that apply across certain types of transactions such as a solution attachment.

In the event of conflict, an Attachment prevails over this CSA and a TD prevails over both the CSA and any Attachment. Any conflicting terms in an Attachment or TD that override terms of this CSA will be identified in the TD or Attachment accepted by the Client and only apply to the specific transaction. All references to IBM in such incorporated terms are hereby deemed to be references to NS1 for purposes of any applicable Attachments and Transactions Documents (Attachments and Transaction Documents may include but are not limited to documents such as an order, statement of work, invoice, supplement, schedule, exhibit, change authorization, or addendum, including the Data Processing Addendum at <http://ibm.com/dpa>, or any other associated supplemental contract documents) entered into by the parties under this CSA. Such Attachments and Transaction Documents are agreements solely between the signing parties to this CSA.

1. Cloud Services

<p>a. NS1 Cloud Services</p>	<ul style="list-style-type: none"> NS1 Cloud Services are “as a service” NS1 offerings that NS1 makes available via a network, such as software as a service, platform as a service, infrastructure as a service, or other network delivered services. Each NS1 Cloud Service is described in a TD. The service description for NS1 Cloud Services is located at https://ns1.com/sd Technical support and service level commitments, if any, are specified in an Attachment or TD.
<p>b. Order Acceptance</p>	<ul style="list-style-type: none"> Client accepts the applicable Attachment or TD for Cloud Services by ordering, enrolling, using, or making a payment. NS1 accepts Client’s order by confirming the order or enabling access.
<p>c. What NS1 Provides</p>	<ul style="list-style-type: none"> NS1 provides the facilities, personnel, equipment, software, and other resources necessary for NS1 to provide NS1 Cloud Services. NS1 provides generally available user guides and documentation to support Client’s use of NS1 Cloud Services.
<p>d. What Client Provides</p>	<ul style="list-style-type: none"> Client will provide hardware, software and connectivity to access and use the Cloud Services, including any required Client-specific URL addresses and associated certificates.
<p>e. Right to Use and Client Responsibilities</p>	<ul style="list-style-type: none"> Client’s authorized users may access Cloud Services only to the extent of authorizations Client acquires. Client is responsible for the use of Cloud Services by any user who accesses the Cloud Services with Client’s account credentials.
<p>f. Acceptable Use Terms</p>	<ul style="list-style-type: none"> Cloud Services may not be used to undertake any activity or host Content that: <ol style="list-style-type: none"> is unlawful, fraudulent, harmful, malicious, obscene, or offensive; threatens or violates the rights of others;

	<ul style="list-style-type: none"> (3) disrupts or gains (or intends to disrupt or gain) unauthorized access to data, services, networks, or computing environments within or external to NS1; (4) sends unsolicited, abusive, or deceptive messages of any type; or (5) distributes any form of malware. <ul style="list-style-type: none"> • Client may not use Cloud Services: i) for crypto-mining, unless otherwise agreed by NS1 in writing; or ii) if failure or interruption of the Cloud Services could lead to death, serious bodily injury, or property or environmental damage. • Client may not: <ul style="list-style-type: none"> (1) reverse engineer any portion of a Cloud Service; (2) assign or resell direct access to a Cloud Service to a third party outside Client's Enterprise; or (3) combine a Cloud Service with Client's value add to create a Client-branded solution that Client markets to its end user customers unless otherwise agreed by NS1 in writing.
g. Preview Cloud Services	<ul style="list-style-type: none"> • Cloud Services or features of Cloud Services are considered "preview" when NS1 makes such services or features available at no charge, with limited or pre-release functionality, or for a limited time to try available functionality. Examples of preview Cloud Services include beta, trial, no-charge, or preview-designated Cloud Services. • Any preview Cloud Service is excluded from available service level agreements and may not be supported. • NS1 may change or discontinue a preview Cloud Service at any time and without notice. • NS1 is not obligated to release preview Cloud Services or make an equivalent service generally available.

2. Content and Data Protection

a. Content Client Provides	<ul style="list-style-type: none"> • Subject to Section 9.d. below, Content consists of all data that Client or its authorized users input into NS1 Cloud Services or information or data Client may provide, make available or grant access to, in connection with NS1 providing other Services. • Client grants the rights and permissions to NS1, its affiliates, and contractors of either, to use, provide, store, and otherwise process Content solely for the purpose of providing the NS1 Cloud Services or other Services. • Use of the NS1 Cloud Services or other Services will not affect Client's ownership or license rights in Content.
b. Use of Content	<ul style="list-style-type: none"> • NS1, its affiliates, and contractors of either, will access and use the Content solely for the purpose of providing and managing the applicable NS1 Cloud Service or other Services. • NS1 will treat Content as confidential by only disclosing to NS1 employees and contractors to the extent necessary to provide the NS1 Cloud Services or perform other Services. Notwithstanding any other terms or agreement you may have with NS1, Client acknowledges and agrees that Client's use of the NS1 Products requires Client and its users to furnish internet protocol addresses ("IP addresses") pertaining to Client's business operations in connection with the functions performed by the NS1 Products, and that NS1 will publicly disclose such IP addresses in order to provide NS1 Products and their functions to Client.
c. Client Responsibilities	<ul style="list-style-type: none"> • Client is responsible for obtaining all necessary rights and permissions to permit processing of Content in the NS1 Cloud Services or to provide other Services. • Client will make disclosures and obtain consent required by law before Client provides, authorizes access, or inputs individuals' information, including personal or other regulated data, for processing in the NS1 Cloud Services or use by NS1 in providing other Services. • If any Content could be subject to governmental regulation or may require security measures beyond those specified by NS1 for the NS1 Cloud Services or to provide other Services, Client will not provide, allow access to, or input the Content for processing in the NS1 Cloud Services or provide or allow access of Content to NS1 to provide Services unless specifically permitted in the applicable TD or unless NS1 has first agreed in writing to implement additional security and other

	measures. Client is responsible for adequate back-up of Content on Client managed systems prior to providing or allowing access to NS1 to provide Services.
d. Data Protection	<ul style="list-style-type: none"> NS1's Data Security and Privacy Principles (DSP) https://ns1.com/dsp applies for generally available standard NS1 Cloud Services and other Services. Specific security features and functions, if any, of an NS1 Cloud Service or other Services will be described in the applicable Attachment or TD. Client is responsible for selecting, ordering, enabling, and using available data protection features appropriate to support Client's use of the Cloud Services. Client is responsible for assessing the suitability of the Cloud Services for the Content and Client's intended use or the use of Content with other Services NS1 will provide. Client acknowledges that the use of Cloud Services or other Services meets Client's requirements and processing instructions required to comply with applicable laws.
e. NS1's Data Processing Addendum	<ul style="list-style-type: none"> NS1's Data Processing Addendum (DPA) is found at http://ibm.com/dpa. The DPA and applicable DPA Exhibit(s) https://ns1.com/dpadatasheet applies to NS1's processing of personal data on behalf of Client.
f. Removal of Content	<ul style="list-style-type: none"> Client can remove Content at any time, provided that removal of such Content may prevent NS1 from providing the NS1 Cloud Services or other Services to Client. NS1 will return or remove Content from NS1 computing resources upon the expiration or cancellation of the NS1 Cloud Services, or other Services. NS1 does not archive Content; however, some Content may remain in the NS1 Cloud Services backup files until expiration of such files as governed by NS1's backup retention practices.

3. Changes and Withdrawal of Cloud Services

a. NS1 Right to Change Cloud Services	<ul style="list-style-type: none"> At any time and at NS1's discretion, NS1 may change: <ol style="list-style-type: none"> the NS1 Cloud Services, including the corresponding published descriptions; and the DSP and other published data security and privacy documentation for the NS1 Cloud Services. The intent of any change to the above will be to: <ol style="list-style-type: none"> make available additional features and functionality; improve and clarify existing commitments; or maintain alignment to current adopted operational and security standards or applicable laws. Changes will not degrade the security or data protection features or functionality of the NS1 Cloud Services. Changes to the published descriptions, DSP, or published other documents as specified above, will be effective when published or on the specified effective date. Any changes that do not meet conditions specified above will only take effect, and Client accepts, upon: <ol style="list-style-type: none"> a new order; the term renewal date for the Cloud Services that automatically renew; or notification from NS1 of the change effective date for ongoing services that do not have a specified term.
b. Withdrawal of a Cloud Service	<ul style="list-style-type: none"> NS1 may withdraw NS1 Cloud Services, or any portion(s) thereof, on 12 months' notice. NS1 will continue to provide withdrawn NS1 Cloud Services for the remainder of Client's unexpired term or work with Client to migrate to another generally available NS1 offering.

4. Warranties

<p>a. NS1 Warrants</p>	<ul style="list-style-type: none"> • NS1 warrants that it provides NS1 Cloud Services or NS1 Services using commercially reasonable care and skill and as described in the applicable TD. • These warranties end when the NS1 Cloud Services or other Services end. • These warranties are the exclusive warranties from NS1 and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose.
<p>b. Warranty Limitations</p>	<ul style="list-style-type: none"> • NS1 does not warrant uninterrupted or error-free operation of the NS1 Cloud Services. • NS1 does not warrant it will correct all defects. • While NS1 endeavors to provide security measures to keep all data secure, NS1 does not warrant NS1 can prevent all third-party disruptions or unauthorized third-party access. • NS1 warranties will not apply if there has been misuse, modification, damage not caused by NS1, or failure to comply with written instructions provided by NS1. • NS1 makes preview Cloud Services available to Client under the Agreement as-is, without warranties of any kind.

5. Charges, Taxes, and Payment

<p>a. Charges</p>	<ul style="list-style-type: none"> • Client's right to use an NS1 Product is contingent on Client paying applicable charges as specified in a TD or applicable agreement under which Client acquired the entitlements. Client is responsible to acquire additional entitlements in advance of any increase of its use. • Client agrees to pay all applicable charges specified in a TD and charges for use in excess of authorizations. • Charges are exclusive of any customs or other duty, tax, and similar levies imposed by any authority resulting from Client's acquisitions under the Agreement and will be invoiced in addition to such charges. • Amounts are due upon receipt of the invoice from NS1 and payable within 30 days of the invoice date to an account specified by NS1 and late payment fees may apply. • Prepaid NS1 Products must be used within the applicable period. • NS1 does not give credits or refunds for any prepaid, one-time charges, or other charges already due or paid, except as may be specified in a TD. • If NS1 commits to pricing for Cloud Services as specified in a TD, NS1 will not change such pricing during the specified term. If there is not a specified commitment, then NS1 may change pricing on thirty days' notice. A change applies on the invoice date or the first day of the charging period or new term on or after the effective date NS1 specifies in the notice.
<p>b. Withholding Taxes</p>	<ul style="list-style-type: none"> • Client agrees to: <ul style="list-style-type: none"> (1) Pay any withholding tax directly to the appropriate government entity where required by law; (2) furnish a tax certificate evidencing such payment to NS1; (3) pay NS1 only the net proceeds after tax; and (4) fully cooperate with NS1 in seeking a waiver or reduction of such taxes and promptly complete and file all relevant documents. • If Client imports, exports, transfers, accesses, or uses an NS1 Product across a border, Client agrees to be responsible for and pay authorities any custom, duty, tax, or similar levy assessed by the authorities. This excludes those taxes based on NS1's net income. • Where taxes are based upon the location(s) receiving the benefit of the Cloud Services, Client has an ongoing obligation to notify NS1 of such location(s) if different than Client's business address listed in the applicable Attachment or TD.
<p>c. Invoicing</p>	<ul style="list-style-type: none"> • NS1 will invoice: <ul style="list-style-type: none"> (1) recurring charges at the beginning of the selected billing frequency term; (2) overage and usage charges in arrears; and (3) one-time charges upon NS1's acceptance of an order.

6. Liability and Intellectual Property Protection

a. Liability for Damages	<ul style="list-style-type: none">• NS1's entire liability for all claims related to the Agreement will not exceed the amount of any actual direct damages incurred by Client up to the amounts paid (if recurring charges, up to 12 months' charges apply) for the service that is the subject of the claim, regardless of the basis of the claim.• NS1 will not be liable for special, incidental, exemplary, indirect or economic consequential damages, or lost profits, business, value, revenue, goodwill, or anticipated savings.• These limitations apply collectively to NS1, its affiliates, contractors, and suppliers.
b. What Damages are Not Limited	<ul style="list-style-type: none">• The following amounts are not subject to the above cap:<ol style="list-style-type: none">(1) third party payments related to infringement claims described in subsection c below; and(2) damages that cannot be limited under applicable law.
c. Infringement Claims	<ul style="list-style-type: none">• If a third party asserts a claim against Client that the NS1 Product infringes a patent or copyright, NS1 will defend Client against that claim and pay amounts finally awarded by a court against Client or included in a settlement approved by NS1.• To obtain NS1's defense against and payment of infringement claims, Client must promptly:<ol style="list-style-type: none">(1) notify NS1 in writing of the claim;(2) supply information requested by NS1; and(3) allow NS1 to control, and reasonably cooperate in, the defense and settlement, including mitigation efforts.• NS1's defense and payment obligations for infringement claims extend to claims of infringement based on open-source code that NS1 selects and embeds in an NS1 Product.
d. Claims Not Covered	<ul style="list-style-type: none">• NS1 has no responsibility for claims based on:<ol style="list-style-type: none">(1) items not provided by NS1; or(2) any violation of law or third-party rights caused by Content, or any Client materials, designs, or specifications.

7. Term and Termination

a. Term of a Cloud Service	<ul style="list-style-type: none">• The term begins on the earlier of the date specified on the TD or the date NS1 notifies Client that Client can access the Cloud Services.• The ordering TD will specify whether the Cloud Services renew automatically, proceed on a continuous use basis, or terminate at the end of the term.• For automatic renewal, unless either party provides written notice of non-renewal to the other party at least 30 days prior to the term expiration date, the Cloud Services will automatically renew for the specified term.• For continuous use, the Cloud Services will continue to be available on a month-to-month basis until Client provides 30 days written termination notice to NS1 or the NS1 Business Partner involved in the Cloud Services. The Cloud Services will remain available until the end of the calendar month after the 30-day period.
b. Suspension of an NS1 Cloud Service	<ul style="list-style-type: none">• NS1 may suspend or limit, to the extent necessary, Client's use of an NS1 Cloud Service if NS1 reasonably determines there is a:<ol style="list-style-type: none">(1) material breach of Client's obligations;(2) security breach;(3) violation of law; or(4) breach of the Acceptable Use Terms.• NS1 will provide notice prior to a suspension as commercially reasonable.

	<ul style="list-style-type: none"> If the cause of a suspension can reasonably be remedied, NS1 will provide notice of the actions Client must take to reinstate the NS1 Cloud Services. If Client fails to take such actions within a reasonable time, NS1 may terminate the NS1 Cloud Services.
c. Termination of Cloud Services	<ul style="list-style-type: none"> Client may terminate the NS1 Cloud Services on 30 days' notice: <ol style="list-style-type: none"> at the written recommendation of a government or regulatory agency following a change in either applicable law or the NS1 Cloud Services; if a change to the NS1 Cloud Services causes Client to be noncompliant with applicable laws; if NS1 notifies Client of a change to the NS1 Cloud Services that has a material adverse effect on Client's use of the NS1 Cloud Services, provided that NS1 will have 90 days to work with Client to minimize such effect. Client may terminate the NS1 Cloud Services for material breach of NS1's obligations by giving notice and reasonable time to comply. If the Cloud Services are terminated for any other reason, Client will pay to NS1, on the date of termination, the total amounts due per the Agreement. Upon termination, NS1 may assist Client in transitioning Content to an alternative technology for an additional charge and under separately agreed terms.
d. Termination of this CSA	<ul style="list-style-type: none"> Either party may terminate: <ol style="list-style-type: none"> this CSA without cause on at least 30 days' notice to the other after expiration or termination of its obligations under each Agreement; or immediately for cause if the other is in material breach of the Agreement, provided the non-complying party is given notice and reasonable time to comply. Termination of this CSA does not terminate transactions in effect that are not affected by the cause of the material breach and provisions of the Agreement as they relate to such transactions remain in effect until fulfilled or otherwise terminated in accordance with their terms. Any terms, that by their nature extend beyond the CSA or Agreement termination, remain in effect until fulfilled and apply to successors and assignees. Each party will allow the other reasonable opportunity to comply before it claims the other has not met its obligations. Client's failure to pay, or Client providing inaccurate or fraudulent Client account or payment information to acquire NS1 Products, is a material breach.

8. Governing Laws and Geographic Scope

a. Applicable Laws	<ul style="list-style-type: none"> Both parties agree to the application of the laws of the State of New York, United States, without regard to conflict of law principles. The rights and obligations of each party are valid only in the country of Client's business address.
b. Compliance with Laws	<ul style="list-style-type: none"> Each party is also responsible for complying with: <ol style="list-style-type: none"> laws and regulations applicable to its business and Content; and import, export and economic sanction laws and regulations, including the defense trade control regime of the United States of America and any applicable jurisdictions that prohibit or restrict the import, export, re-export, or transfer of products, technology, services or data, directly or indirectly, to or for certain countries, end uses or end users. NS1 will not serve as Client's exporter or importer, except as required by data protection laws, for: i) any Content; or ii) use of any portion of a Cloud Service from a country outside Client's business address.
c. Enforcement and Other Rights	<ul style="list-style-type: none"> If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Nothing in the Agreement affects statutory rights of consumers that cannot be waived or limited by contract. The United Nations Convention on Contracts for the International Sale of Goods does not apply to transactions under the Agreement.

9. General

a. NS1's Role	<ul style="list-style-type: none">• NS1 is an independent contractor, not Client's agent, joint venturer, partner, or fiduciary.• NS1 does not undertake to perform any of Client's regulatory obligations or assume any responsibility for Client's business or operations, and Client is responsible for its use of NS1 Products.• NS1 is acting as an information technology provider only.• NS1's direction, suggested usage, or guidance or use of an NS1 Product does not constitute medical, clinical, legal, accounting, or other licensed professional advice. Client should obtain their own expert advice.• Each party is responsible for determining the assignment of its and its affiliates personnel, and their respective contractors, and for their direction, control, and compensation.
b. CSA Changes	<ul style="list-style-type: none">• Since this CSA may apply to many future orders, NS1 may change this CSA by providing Client at least 90 days' notice.• CSA changes are not retroactive. They will only apply as of the effective date to:<ul style="list-style-type: none">(1) new orders;(2) continuous NS1 Products that do not expire; and(3) renewals.• For transactions with a defined renewable contract period stated in a TD, Client may request that NS1 defer the change effective date until the end of the current contract period.• Client accepts changes by placing new orders, continuing use after the change effective date, or allowing transactions to renew after receipt of the change notice.• Except as provided in this section and the Changes and Withdrawal of Cloud Services section above, all other changes to the Agreement must be in writing accepted by both parties.
c. Business Conduct	<ul style="list-style-type: none">• NS1 maintains a robust set of business conduct and related guidelines covering conflicts of interest, market abuse, anti-bribery and corruption, and fraud.• NS1 and its personnel comply with such policies and require contractors to have similar policies.
d. Business Contact and Account Usage Information	<ul style="list-style-type: none">• NS1, its affiliates, and contractors of either require use of business contact information and certain account usage information. This information is not Content.• Business contact information is used to communicate and manage business dealings with the Client. Examples of business contact information include name, business telephone, address, email, user ID, and tax registration information.• Account usage information is required to enable, provide, manage, support, administer, and improve NS1 Products. Examples of account usage information include digital information gathered using tracking technologies, such as cookies and web beacons during use of the NS1 Cloud Services.• NS1's Privacy Policy at https://ns1.com/privacy provides additional details with respect to NS1's collection, use, and handling of business contact and account usage information.• When Client provides information to NS1 and notice to, or consent by, the individuals is required for such processing, Client will notify individuals and obtain consent.
e. NS1 Business Partners	<ul style="list-style-type: none">• NS1 Business Partners who use or make available NS1 Products are independent from NS1 and unilaterally determine their prices and terms. NS1 is not responsible for their actions, omissions, statements, or offerings.• If NS1 notifies Client their current NS1 Business Partner will no longer resell an NS1 Product, Client may select to acquire auto renewing or continuous use Cloud Services directly from NS1 or from another authorized NS1 Business Partner.
f. Assignment	<ul style="list-style-type: none">• Neither party may assign the Agreement, in whole or in part, without the prior written consent of the other.

	<ul style="list-style-type: none"> • NS1 may assign rights to receive payments. NS1 will remain responsible to perform its obligations. • Assignments by NS1 in conjunction with the sale of the portion of NS1's business that includes an NS1 Product is not restricted. • NS1 may share this Agreement and related documents in conjunction with any assignment.
g. Enterprise Companies	<ul style="list-style-type: none"> • This CSA applies to NS1 and Client (accepting this CSA) and their respective Enterprise companies that provide or acquire NS1 Products under this CSA. • The parties shall coordinate the activities of their own Enterprise companies under the CSA. • Enterprise companies include: <ul style="list-style-type: none"> (1) companies within the same country that Client or NS1 control (by owning greater than 50% of the voting shares); and (2) any other entity that controls, is controlled by, or is under common control with Client or NS1 and has signed a participation agreement.
h. Notices and Administration	<ul style="list-style-type: none"> • All notices under the Agreement must be in writing and sent to the business address or email address specified in the Agreement, unless a party designates in writing a different address. • The parties' consent to the use of electronic means and facsimile transmissions for communications as a signed writing. • Any reproduction of the Agreement made by reliable means is considered an original. • The Agreement supersedes any course of dealing, discussions, or representations between the parties. • Where approval, acceptance, consent, access, cooperation, or similar action by either party is required, such action will not be unreasonably delayed or withheld.
i. Cause of Action	<ul style="list-style-type: none"> • No right or cause of action for any third party is created by the Agreement or any transaction under it. • Neither party will bring a legal action arising out of or related to the Agreement more than two years after the cause of action arose. • Neither party is responsible for failure to fulfill its non-monetary obligations due to causes beyond its control.
j. Global Resources	<ul style="list-style-type: none"> • NS1 may use personnel and resources in locations worldwide, including contractors, to support the delivery of NS1 Products. • Client's use of the NS1 Products may result in the transfer of Content, including personal data, across country borders. • A list of countries where Content may be transferred and processed is described the applicable TD or support documentation. • NS1 is responsible for the obligations under the Agreement even if NS1 uses a contractor and will have appropriate agreements in place to enable NS1 to meet its obligations.
k. Use of Client Requested Third Party Services	<ul style="list-style-type: none"> • If NS1 and Client agree to use a Client requested third party service to support the procurement or payment activities associated with an Agreement, NS1 agrees to submit or receive applicable documents (such as invoices or similar contracting documents) using the third-party service. • In the event: i) the third-party service becomes unavailable for any reason; or ii) the third-party provider modifies the service or terms of use in a manner NS1 deems commercially unacceptable, the Client agrees to directly accept documents. • Client remains responsible to NS1 for timely payments of invoices. • If there is a claim or proceeding against NS1 related to NS1's proper use of Client's requested third party service, Client is responsible to reimburse NS1 for reasonable defense costs and any amounts NS1 is required to pay due to such claim or proceeding. This includes claims or proceedings due to the third-party service provider's use, misuse, or disclosure of data or confidential information disclosed through the third-party service or the third party's failure to comply with applicable data protection laws. NS1 agrees to promptly notify Client in writing of any such claim or proceeding.

Agreed to:

Agreed to:

Client Company Name:

NSONE Inc., an IBM Company ("NS1")

By _____

Authorized signature

By _____

Authorized signature

Title:

Title:

Name (type or print):

Name (type or print):

Date:

Date:

Client address:

NS1 address:
NS1 c/o IBM, 51 Astor Place, 4th Floor, New York, NY 10128