DISCONNECT'S CLOUD PRIVACY PLUS END USER AGREEMENT

This Agreement (the "Agreement") governs the purchase, access, and use of Disconnect's Cloud Privacy Plus product ("Product") by the Customer listed on an Order ("Customer").
If Customer accesses or uses the Product as part of a free trial, testing, or for other evaluative purposes (the "Trial Product"), then Customer may only use the Trial Product for Customer's evaluation purposes for a period of no more than 15 days ("Trial Period") from the date Disconnect or its Partner grants access to the Trial Product. Customer and Disconnect may extend the Trial Period for a mutually agreed upon time. At the end of the Trial Period, Customer must cease use of the Product, or must pay the then-current list price for the Product at the shortest listed subscription term. Disconnect may disable or discontinue access to the Product automatically at the end of the Trial Period, without notice to Customer. The Trial Product is PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER and Disconnect disclaims all warranties, support obligations, and any other liabilities and obligations for the Trial Product; and Customer's access and use is limited to Internal Use by Customer employees only.
At the end of the Trial Period if Customer has not purchased Product through an Order, only Sections 4, 5.5, 6, 9, 10, 11, 12, and the applicable Definitions in Section 1 of this Agreement shall apply.

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1. DEFINITIONS

1.1 "Affiliate" means an entity that Disconnect or Customer directly or indirectly controls or is controlled by, or which is under common control, including subsidiaries, parent, and sibling organizations.

1.2 "**Authorized User**" means individuals or entities authorized to access and use Disconnect's Product by Customer or its Affiliates.

1.3 "Customer Data" means data or information provided by or on behalf of Customer to Disconnect or the Product.

1.4 "Documentation" means the data sheets, integration and usage documents and all other related documentation for the Product.

1.5 "Fees" means invoiced amounts payable as described in Section 3.

1.6 "Force Majeure Event" means neither party shall be deemed in default of, and both parties shall be excused from performance under this Agreement hereunder to the extent that any delay or failure in the performance of its obligations is directly caused by or directly results from acts of God, fires, explosions, earthquakes, floods or unusually severe weather conditions, acts of any government, civil or military authority, including legislative, judicial acts, epidemics, wars, riots, insurrections, or material shortages of a single source world provider ("Force Majeure Conditions"). If any Force Majeure Condition occurs, the party whose performance fails or is substantially delayed because of such Force Majeure Condition shall give prompt written notice

to the other party, and the performance shall be suspended for the duration of the Force Majeure Condition and resumed once the Force Majeure Condition ceases, and the performance date shall be extended for up to the length of time the contingency is endured.

1.7 "Intellectual Property Rights" means all patents, copyright, trademarks, inventions, utility models, trade secrets, contract and licensing rights, data content, block and allow lists including categories and customizations, and all other intellectual property rights in existence prior to entering this agreement as well as future rights which may come into existence.

1.8 "Order" means a written order, purchase order, invoice, proposal, or similar document for Product purchase submitted to, and explicitly approved in writing by Disconnect.

1.9 "Partner" means the partner explicitly approved in writing by Disconnect to resell and/or otherwise provide Products to customers or potential customers.

1.10 "Product" means the Product accompanying lists, applications, APIs, data, Support Services, and Product related documentation including all updates.

1.11 "SaaS" means the cloud-based subscription as a service to the Product identified in the order form provided by Disconnect during the Subscription Term.

1.12 "Software" means Disconnect's proprietary software, lists in any format, APIs, categories of blocked and allowed domains or URLs or entities, and tools including updates made available to Customer.

1.13 "Subscription Term" means the initial and any renewal Subscription Terms described in the Order (as defined in Section 7.2).

1.14 "Support Services" means the technical and other Product support services provided by Disconnect as described in the Order.

1.15 "Disconnect" means Disconnect, Inc., a Delaware corporation with its principal place of business at 739 Bryant Street, San Francisco, California 94107.

1.16 "Disconnect Materials" means all proprietary Disconnect materials including Intellectual Property Rights for the Product, Documentation, emails and other written and video materials distributed by Disconnect to Customer.

2. ORDERS. Customer may purchase the Product through an Order. Orders and Customer's use of the Product are controlled by the terms of this Agreement. Without an Order Disconnect will have no obligation to provide Product to Customer or its Affiliate(s). Customer purchase of the Product will not be contingent on future functionality, features, or potential features or updates whether or not they have been discussed, contemplated, or agreed upon unless such agreement is explicitly agreed upon in writing.

3. PAYMENT. **All payment and fee terms are to be agreed and documented in a separate Order. All payments are payable in US dollars, unless otherwise agreed upon. Each party agrees to pay its own costs to perform their duties under this agreement unless explicitly agreed otherwise.**

4. INTELLECTUAL PROPERTY; RIGHTS; RESPONSIBILITY; RESTRICTIONS

4.1 Ownership and Intellectual Property Rights

4.1.1 Disconnect. Disconnect retains exclusive ownership and control over all rights and title in and to the Product, Materials, and Documentation, which includes all inherent Intellectual Property Rights. These rights belong exclusively to Disconnect and its licensors. Customer is granted no rights other than as explicitly stated in this Agreement.

4.1.2 Customer. Customer retains exclusive ownership of all rights and title in and to the Customer Data, which includes all inherent Intellectual Property Rights. These rights belong exclusively to Customer and its licensors and no rights are granted to Disconnect other than as explicitly stated in this Agreement.

4.2 Restrictions. Customer agrees to (i) use the Product solely for its own internal business and Authorized Users; (ii) only provide Authorized Users access to the Product; (iii) access and use the Product only in accordance with this Agreement; and (iv) not access or use the Product in violation of any law, including any US trade laws, regulations, embargoes, or restrictions. Customer further agrees to not (a) reverse engineer or otherwise decompile the Product; (b) copy in part or whole, modify, display, publish, or build derivatives of the Product or Disconnect Materials; (c) access the Product for the purpose of building a competitive product or service, or copy any lists, categories, ideas, features or functions of the Product; (d) attempt to gain unauthorized access, including access after Customer's subscription expires, to the Product or the data or lists contained in the Product; (e) disrupt the performance of the Product or the data or lists included in the Product; (f) remove or alter any Disconnect trademark, logo, copyright or other proprietary notices in the Product; or (g) conduct any public benchmarking or comparative study or analysis related to the Product without prior explicit written consent from Disconnect.

4.3 Customer Responsibilities. Customer agrees that: (i) it is solely responsible for its Authorized Users' compliance with this Agreement and use of the Product; (ii) it is solely responsible for the accuracy and legality of all Customer Data shared with Disconnect; (iii) it shall take reasonable steps to prevent unauthorized access to, or use of, the Product, and that it will notify Disconnect promptly of any unauthorized access or use; and (iv) it shall supply Disconnect with information that is reasonably necessary to allow Disconnect to provide the Product to Customer; and (v) Disconnect shall have the right to: (a) use or act upon any ideas, feedback, recommendations, suggestions, feature or function requests, or other information provided by Customer relating to the Product; (b) use information collected about Customer's use of the Product for the purposes of (1) improving, supporting, maintaining, analyzing, and modifying the Product, (2) remaining in compliance with all legal requirements; and (c) engage in marketing and commercialization efforts based on aggregate data. The foregoing shall not limit Disconnect's confidentiality and security obligations set forth in this Agreement.

4.4 Disconnect Guidelines and Responsibilities

4.4.1 Disconnect retains the absolute right to limit or suspend Customer's access to the Product if Customer's use of the Products threatens to harm Disconnect's interests, or if a Court of competent authority and proper jurisdiction and directs Disconnect to do so. In such cases,

Disconnect will (i) limit or suspend use of the Product only to the extent reasonably necessary to prevent the threatened or actual harm to Disconnect (ii) promptly contact Customer and give Customer the opportunity to immediately resolve the issues that caused Disconnect to suspend the Product; and (iii) reinstate the suspended Product immediately after any issue is resolved.

5. WARRANTIES

5.1 Mutual Warranty.   Each party represents warrants, and covenants that it has the full power and legal authority to enter into this Agreement and to perform its responsibilities and obligations.

5.2 Product and Warranty.   Disconnect warrants that the Product will operate substantially in compliance with the applicable Documentation and be free of defects when used normally as intended. If the Product does not comply with the Warranty, Customer must notify Disconnect of any alleged breach no later than 30 days following the date the warranty was allegedly breached, and Disconnect will promptly correct the non-conformity at its own expense if a breach of this warranty occurred. Customer's exclusive remedy in the event Disconnect determines it is unable or unwilling to correct the non-conformity will be that the Order for the Product will be cancelled and Disconnect will refund any pro-rated portion of the fees paid as of the date Customer provided notice of breach of this warranty.

5.3 Support Services.   Disconnect warrants that Support Services will be performed in a professional and timely manner with reasonable attempts made to assist the Customer, but offers no guarantee that every issue or problem raised will be resolved. Disconnect has no obligation to provide Support Services requested as a result of issues or defects that are not attributable to Disconnect or the Product. Customer agrees to provide a description of any issue along with information necessary to understand and attempt to resolve the issue.

5.4 Warranty Remedies.   The remedies stated in Sections 5.2 through 5.3 above are the only remedies available, and Disconnect's entire obligation with respect to the Product warranties.

5.5 Disclaimer of Warranties.   EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH ABOVE IN THIS SECTION 5, THE PRODUCT IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPICABLE LAW DISCONNECT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSES, ACCURACY, NONINFRINGEMENT, OR THAT THE PRODUCTS WILL BE FREE FROM ERRORS.

6. CONFIDENTIALITY

6.1 Definitions. In connection with this Agreement, Confidential Information means any information disclosed by a party ("Discloser") to the other party ("Recipient"), either directly or indirectly, in writing, orally, or by inspection of tangible objects which are designated as "Confidential," "Proprietary," or some similar designation, or which, by the nature of the

circumstances surrounding disclosure, ought in good faith to be treated as proprietary and/or confidential, including without limitation any information related to a party's current or future business as well as third party information that may be in the disclosing party's possession or control. Confidential Information does not include information (i) generally available in or that becomes generally available in the public domain through no action or inaction of the receiving party; (ii) in the possession of the receiving party at the time of disclosure as shown by the receiving party's files and records immediately prior to disclosure; (iii) lawfully obtained by the receiving party from a third party without restriction on use or disclosure or breach of such third party's fiduciary or other obligations of confidentiality; or (iv) independently developed by the receiving party without reference to the disclosing party's Confidential Information, as shown by documents and other competent evidence in the receiving party's possession.

6.2   Non-use and Non-disclosure. Neither party shall (i) use any portion of the other party's Confidential Information for any purpose other than to conduct its duties outlined in this Agreement; (ii) reverse engineer, disassemble, or decompile the Product, prototypes, software, or other tangible objects which embody the other party's Confidential Information; or (iii) disclose any portion of the other party's Confidential Information to any third party including the contents of the Product or protection lists, without the prior written consent of the party; provided that, if a party is requested or required to disclose any Confidential Information of the other party pursuant to administrative or judicial action (including without limitation by deposition, interrogatory, request for information in legal proceedings, subpoena, civil investigative demand, order, statute, rule, request, or other requirement promulgated or imposed by a judicial, regulatory, self-regulatory, legislative body, or governmental agency), the party may do so without breach of this Agreement so long as the party (a) promptly notifies the other party in writing of any such action; (b) gives the other party the opportunity to seek any legal remedies that may be available to maintain the confidentiality of such Confidential Information and provides reasonable assistance with such efforts; and (c) furnishes only that portion of the Confidential Information required by law to be disclosed and uses reasonable efforts to obtain reliable assurance that confidential treatment will be accorded to such information.

6.3   Maintenance of Confidentiality. Each party shall undertake all necessary and appropriate steps to maintain the secrecy of the other party's Confidential Information and to treat such Confidential Information with at least the same degree of care and confidentiality with which it treats its own confidential information, but in no event less than reasonable care.

6.4   Destruction. Discloser has the right to submit a written request for Recipient to destroy the Confidential Information and any copies thereof in which case Recipient shall use commercially reasonable efforts to do so.

6.5   Remedies. A breach of this Section 6 (Confidentiality) would cause the other party irreparable injury and damage and be difficult to quantify. Therefore, each party agrees that any

breaches under this Section may be stopped through injunctive proceedings in addition to any and all other rights and remedies at law or equity which may be available to the injured party.

7.   TERM AND TERMINATION

7.1   Agreement Term. This Agreement shall continue in effect for the Term of the Subscription as specified herein or in an Order.

7.2   Order Term. Customer's subscription term to the Products will be as set forth in an Order ("Subscription Term"). The length and pricing for any renewal term will be specified and agreed to in an Order. In the event that no end date or renewal period is specified in an Order, the Customer's subscription will terminate at the end of the initial Subscription Term.

7.3   Term and Termination. This Agreement shall remain in effect until termination as specified herein. Disconnect may suspend Customer's access to, or use of, the Products immediately if (1) Disconnect believes there is a significant threat to the security or integrity of the product; (2) that the Product is not functional, usable, compatible, or available; (3) that the Customer or Customer's Authorized users are in breach of Section 4.2 (Restrictions); or (4) Customer does not pay Disconnect fees that are due, however Disconnect will give Customer notice and, if applicable, the opportunity to pay Disconnect prior to suspension or termination of use. Either party may terminate this Agreement with 30 days' written notice of a material breach by the other party, if the breach is not cured within the 30-day notice period then the Agreement will be terminated. Prior to termination and subject to the terms of this Agreement, Customer shall have the right to access and download any Customer Data. Upon termination of this Agreement all Customer's access and use rights expressed in this Agreement will terminate; Customer must immediately cease all use of the Product, including removal and deletion of all block and allow lists and ceasing access to any APIs or endpoints provided by Disconnect. Sections 1, 3, 4, 5.5, 6, 7, 8, 9, 10, 11, 12, and all rights, restrictions, and liabilities that accrue prior to termination shall survive expiration or termination of this Agreement.

7.4   Termination for Material Breach. Either party may terminate this Agreement and any Order if the party alleging a material breach provides 30 days' written notice, the other party does not cure the breach within the 30-day notice period; or if the other party becomes the subject of a petition in bankruptcy or any other action related to insolvency, receivership, liquidation or assignment for the benefit of creditors.

7.5   Survival. The following provisions shall survive the termination of this Agreement, including the Order: Section 3 (Payment), Section 4 (Intellectual Property; Restrictions; and Guidelines), Section 5.5 (Disclaimer of Warranties), Section 6 (Confidentiality), Section 7.3 (Term and Termination), Section 7.4 (Termination for Material Breach), Section 8 (Indemnity),

Section 9 (Limitation of Liability), Section 10 (Data Protection and Privacy), Section 11 (Legal Compliance), and Section 12 (General Provisions).

8. INDEMNITY

8.1 Disconnect Indemnity. Disconnect shall at its cost and expense defend, hold harmless, and/or settle any third-party claim brought against Customer alleging that Product infringes or violates that third party's intellectual property rights. Disconnect will pay and indemnify Customer for any settlement of such claim or any damages awarded to such third party by a court of competent jurisdiction that results from such a claim, provided, that Customer gives Disconnect prompt written notice of such claim; permits Disconnect at its sole discretion to control and direct the defense or settlement of such claim (provided that Disconnect will not settle any claim that requires Customer to admit liability without Customer's explicit prior written consent); and Customer provides Disconnect all reasonably requested assistance in connection with the defense or potential settlement of such claim, at Disconnect's cost and expense. Customer may, at Customer's own expense, participate in defense of a claim. THIS SECTION EXPRESSES DISCONNECT'S ENTIRE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OF THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS BY THE PRODUCT OR DISCONNECT MATERIALS.

8.2 Customer Indemnity. Customer will indemnify, defend, and hold Disconnect harmless against any and all claim brought against Disconnect by a third party related to Customer's violation of Section 4.2 of this Agreement.

8.3 Indemnity Procedure. The obligations in this Section relating to indemnification shall be subject to and require the indemnified party to: (i) provide prompt written notice to the indemnifying party upon receipt of notice of any threat or claim of such action; (ii) allowing the indemnifying party to exercise exclusive control over the defense of such claim; and (iii) supplying all reasonably requested assistance in connection to the defense, at the indemnifying party's expense.

9. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT FOR LIABILITY FOR ANY AMOUNTS PAID OR PAYABLE TO THIRD PARTIES UNDER SECTION 8 (INDEMNITY), CUSTOMER'S PAYMENT OBLIGATIONS, AND/OR ANY INFRINGEMENT OR MISAPPROPRIATION BY ONE PARTY OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, NEITHER PARTY SHALL BE LIABLE OR OBLIGATED TO THE OTHER PARTY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY (a) FOR ANY AMOUNTS IN EXCESS IN THE AGGREGATE OF THE FEES PAID TO DISCONNECT DURING THE CURRENT OFFER TERM AND IN NO EVENT MORE THAN THE TWELVE (12) MONTH PERIOD

PRECEDING THE CAUSE WHICH GAVE RISE TO SUCH LIABILITY OR DAMAGES; (b) FOR ANY LOST PROFITS, REVENUE, LOST BUSINESS OPPORTUNITIES, COST OF PROCUREMENT OF SUBSTITUTE GOODS, TECHNOLOGY, SERVICES, OR RIGHTS; (c) FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; (d) FOR INTERRUPTION OF USE OR LOSS OR CORRUPTION OF DATA; OR € FOR ANY MATTER BEYOND ITS REASONABLE CONTROL. MULTIPLE CLAIMS WILL NOT EXPAND THE LIMITATIONS IN THIS SECTION. THE FOREGOING LIMITATION IS A FUNDAMENTAL PART OF THE BASIS OF THE BARGAIN HEREUNDER AND DISCONNECT WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATION.

10. DATA PROTECTION

10.1 Scope. Disconnect does not collect any personal data from Customer other than the data explicitly provided by the Customer. This Section 10 applies to any personal data (as defined under applicable laws) processed by the Product, if any, on behalf of Customer or otherwise provided by Customer to Disconnect in connection with this Agreement ("Personal Data").

10.2 Data Protection. Disconnect shall comply with all governing data protection and privacy laws relevant to its processing of Personal Data, if any, including compliance with GDPR and CCPA.

10.3 Customer Responsibilities. Any and all of Customer's instructions to Disconnect for the processing of Personal Data, if any, must comply with all governing data protection laws. If Customer chooses to share Personal Data with Disconnect, Customer will bear sole responsibility for the legality of collecting and sharing Personal Data. Customer shall ensure the accuracy of and that it is legally entitled to transfer any Personal Data it chooses to provide Disconnect so that Disconnect may lawfully use or rely on the Personal Data in accordance with this Agreement on Customer's behalf.

11. Legal Compliance

11.1 Each party agrees to comply with all applicable U.S. federal, state, local and foreign laws, regulations, and requirements directly related to the performance of this Agreement, including but not limited to, applicable U.S. Government, EU, and UN export, re-export, import, anti-corruption and employment laws, and any embargoes or sanctions. Customer represents and warrants that Customer is not located in or under the control of a national or resident of a country that is the subject of an embargo or trade restrictions.

12. GENERAL PROVISIONS

12.1 Relationship of the Parties. Under this Agreement the parties are independent contractors and nothing contained herein shall create any agency, partnership, employment, special relationship, franchise, fiduciary or form of joint enterprise between the parties.

12.2 Notices. Any legal notice will be given in writing to the addresses provided in the Order and will be deemed to be fully given or made effective when personally delivered by registered or certified mail, postage prepaid. Any non-legal notices, documents or communications relating to payments, Orders, invoices, may be delivered electronically.

12.3 Waiver and Severability. Any waivers or amendments will be effective only if made in writing. Any different or additional terms of any Order, confirmation, or similar form, even if signed by the parties after the date hereof, will have no force or effect. If any provision of this Agreement is unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Failure or delays in exercising any right expressed in this Agreement by either party shall constitute a waiver of that right. The remedies provided herein, except where explicitly stated, are in addition to and not exclusive of other legal or equitable remedies available to a party. This Agreement may only be amended, or have any term or condition herein waived, by written consent of both parties.

12.5 Assignment. Neither party may assign this Agreement or any responsibilities or duties under the Agreement without receiving the prior written consent of the other party, except to an Affiliate in connection with a corporate reorganization or a merger, acquisition, or sale of all or substantially all of its business and/or assets. Any attempted assignment in violation of this section will be void. Subject to the foregoing, this Agreement shall be binding upon, and shall inure to the benefit of the parties and be enforceable by and against the successors and permitted assigns.

12.6 Governing Law. This Agreement will be construed under the laws of the State of California, without regard to conflicts of laws provisions thereof. Unless waived by Disconnect in a particular instance, the exclusive venue for any action or proceeding arising under this Agreement shall be the state and federal courts in California and each party hereby consents to the jurisdiction thereof.

12.7 Force Majeure. Neither Party shall be deemed in default of, and shall be excused from performance under this Agreement hereunder to the extent that any delay or failure in the performance of its obligations is directly caused by or directly results from Force Majeure Event including acts of God, war, floods, fires, explosions, earthquakes, or unusually severe weather conditions, acts of any government, terrorism, ISP or web services or power failures or delays, failures or delays in hardware or software not provided by Disconnect. If any Force Majeure Condition occurs, the party whose performance fails or is substantially delayed because of such Force Majeure Condition shall give prompt written notice to the other party, and the performance shall be suspended for the duration of the Force Majeure Condition and resumed once the Force Majeure Condition ceases, and the performance date shall be extended for up to the length of time the contingency is endured.

12.8 Entire Agreement. This Agreement, which includes the Order, constitutes the entire agreement and is the complete and exclusive statement of the mutual understanding of the parties and supersedes all previous written and oral agreements and communications relating to the

subject matter of this Agreement. There are no side agreements between the parties pertaining to the subject matter of this Agreement and the parties have not relied on any representations or warranties regarding the Product, terms or subject matter of this Agreement, explicit or implied, except for the representations and warranties explicitly set forth in this Agreement. No terms or conditions set forth on any order or other document will add to or alter the terms of this Agreement. No modification, change, alteration, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, change, alteration is to be asserted.