MASTER SERVICES AGREEMENT

This legally binding Master Services Agreement (the "Agreement") is by and between SingleHop LLC, a Delaware limited liability company ("SingleHop"), and the Customer purchasing Services ("Customer") and is effective as of the date it is accepted by SingleHop (the "Effective Date"). By ordering the Services, Customer acknowledges and agrees that Customer has read, understands, acknowledges and agrees to be bound by all the provisions of this Agreement, along with any new, different or additional terms, conditions or policies that SingleHop may establish and post on its website from time to time.

The parties acknowledge receipt and sufficiency of good and valuable consideration and agree as follows:

1.   Definitions. Capitalized words not otherwise defined in this Agreement will have the following meanings:

    1.1   "Account Information" means any valid information, including billing information, contact information, payment information and such other information that Customer provides to SingleHop.

    1.2   "Affiliate" means any legal entity that owns, is owned by, or is commonly owned with a party. "Own" means having more than 50% ownership or the right to direct the management of the entity.

    1.3   "Attachment" means any of the following, all of which are hereby incorporated by reference into this Agreement: (i) any electronic or hard copy document executed by the parties, including but not limited to any document made available and executed via the Customer Portal, that refers or relates to this Agreement, (ii) any SingleHop-accepted written order for the Services, and (iii) any document hyperlinked from within this Agreement. Capitalized words not otherwise defined within such Attachment have the meanings of such words as defined in this Agreement.

    1.4   "Customer Data" means all data, software and information, including, without limitation, data, text, software, scripts, video, sound, music, graphics and images that are uploaded or stored in connection with the Services by Customer or its Affiliates.

    1.5   "Customer End User" means a Third Party which is an end user of a Customer Offering.

    1.6   "Customer Offering" means any services provided by Customer to Third Parties, that directly utilize the Services.

    1.7   "Customer Parties" means Customer and its subsidiaries, parents, Affiliates, shareholders, directors, officers, employees, agents, licensors, contractors, successors and assigns.

    1.8   "Customer Portal" means that online interface SingleHop or one of its Affiliates provides to Customer for purposes including but not limited to communication, billing, account management services and activities, etc.

    1.9   "Due Date" means the recurring date on which Fees are due as set forth in this Agreement, or pursuant to an applicable Attachment.

1.10   "Fees" means those amounts due to SingleHop in exchange for the performance of the Services, as provided in an applicable Attachment.

1.11   "Service Level Agreement" or "SLA" means that service level agreement pertaining to the Services described in Section 8 of this Agreement.

1.12   "Services" means those services SingleHop will provide to Customer as set forth in any applicable Attachment or added by Customer in the future via any method, and includes Usage-Based Billed Services, Variable Billed Services and Technical Consultant Services.

1.13   "Service Period" means the period of time SingleHop will provide the Services to Customer as set forth in an applicable Attachment, such period to begin when the Services are fully deployed or a date otherwise agreed to in an Attachment.

1.14   "SingleHop Parties" means SingleHop and its subsidiaries, parents, Affiliates, members, directors, officers, employees, agents, licensors, contractors, successors and assigns, and providers of Third Party services, and those parties' respective subsidiaries, parents, Affiliates, owners, directors, officers, employees, agents, licensors, contractors, successors and assigns.

1.15   "Site" means any SingleHop data center location.

1.16   "SLA Credits" mean the credits for applicable qualifying events as described in the Service Level Agreement.

1.17   "Technical Consultant Services" means services that SingleHop provides to Customer through a partnership with a technology partner of SingleHop.

1.18   "Third Party" means any person or entity other than SingleHop or Customer, or such parties' Affiliates.

1.19   "Undisputed Fees" means all Fees due under this Agreement except for those amounts for which Customer: (a) believes in good faith to be not due and owing, (b) designates in writing as "disputed" to SingleHop no less than 10 days prior to the Due Date, and (c) provides detail as to the basis of the disputed nature sufficient to enable SingleHop to propose and undertake a solution to the issue giving rise to the dispute.

1.20   "Usage-Based Billed Services" means those Services provided under this Agreement that are billed based on actual usage of the Services by Customer, the cost for which is calculated by multiplying a fixed unit by a rate set forth in this Agreement or an applicable Attachment.

1.21   "Variable Billed Services" means those Services provided under this Agreement that are billed based on the cost of another Service, where the cost for Variable Billed Services is calculated by multiplying the cost of such other Service by a variable rate set forth in this Agreement or an applicable Attachment.

1.22   "Website" means singlehop.com or any successor website.

2.   Services.

2.1   SingleHop will provide the Services to Customer according to the specifications and timeframes set forth in the applicable Attachment. Subject to Customer's compliance with the terms and conditions of this Agreement, SingleHop grants to Customer a nonexclusive,

2

nontransferable, nonsublicenseable, revocable right to use and access the Services for Customer's internal business purposes and to use the Services to create, offer and provide Customer Offerings. Customer will have sole responsibility to instruct SingleHop via the Customer Portal or another method that is accepted by SingleHop such as signed written service order to decommission, add, modify or remove any portion of the Services.

2.2 Customer hereby grants to SingleHop a nonexclusive, royalty--- free, worldwide right and license to host Customer Data to the extent necessary for SingleHop to provide the Services to Customer under this Agreement.

3. <u>Fees and Payment</u>.

3.1 Customer will pay SingleHop the Fees for the Services in the amounts and otherwise as set forth in the applicable Attachment, no later than the Due Date, in U.S. Dollars. Unless otherwise agreed in an applicable attachment, Fees are due monthly in advance of Customer's receipt of the Services.

3.2 Any portion of Fees remaining unpaid 30 days or more beyond the Due Date will be subject to interest of 1.5% per month or the maximum permitted by law, whichever is less.

3.3 Usage-Based Billed Services, as identified in an Attachment, will be billed based on amount of consumption by Customer and in intervals set forth in an applicable Attachment. Each unit of a Usage-Based Billed Service consumed by Customer will be rounded up to the next whole unit. A base rate and overage rate for the Services may be established by SingleHop and communicated to Customer in an applicable Attachment. Customer will be responsible for the tracking and controlling of its usage of the Usage-Based Billed Services from within the Customer Portal, and SingleHop will have no responsibility to notify Customer pertaining to any usage.

3.4 Variable Billed Services, as identified in an Attachment, will be billed based on the cost of another Service. The cost for Variable Billed Services will be calculated each month and stated on the invoice, as a variable fraction of the cost of the other Service.

3.5 Professional services will be provided on an hourly basis and billed in 30-minute intervals at SingleHop's then current rates or otherwise as agreed by the parties. Professional services provided for purposes of onboarding (including but not limited to data migration from other providers, configuration of servers, and other tasks directly related to "moving in") will be billed at a flat one-time rate agreed upon by the parties in advance.

3.6 Customer will pay all Fees using a payment method that is maintained on file with SingleHop, such as, but not limited to credit card, ACH electronic funds transfer, or such other method as approved by SingleHop. Customer will be responsible for all fees, including processing fees, associated with making payment via wire transfer to SingleHop. Subject to applicable law, SingleHop may, in its sole discretion, impose a processing fee of up to 3% on payments that are made by credit card, or prohibit the Customer from using a credit card to make payments.

3.7 Customer hereby authorizes SingleHop to automatically charge Customer's payment method on file with SingleHop on or before the applicable Due Date. If Customer's payment method is a physical check or money order, Customer authorizes SingleHop to use information from the check to make a one-time electronic transfer from Customer's account as soon as the same day Customer makes payment, in which case Customer may not receive the check back from its financial institution.

3.8 Customer will pay or provide appropriate exemption documentation for all taxes, duties,

5955105_1

levies, and any other fees (except for taxes based upon SingleHop's net income) related to the Services imposed by any governmental authority. All Fees are exclusive of any such taxes, duties, levies, or fees.

3.9 In the event that SingleHop suspends or terminates any portion of the Services due to cause, such as non-payment of Fees, or other violations of this Agreement (including but not limited to violations of the Acceptable Use Policy), as authorized under this Agreement, SingleHop may, as a condition for restoring the Services, require that Customer pay to SingleHop, in advance, a reasonable reconnection fee to defray SingleHop's reasonable administrative and similar costs to restore the Services to Customer. The payment of such reconnection fee will be in addition to any Fees remaining due and owing to SingleHop.

3.10 All Fees are nonrefundable. Customer's sole remedy for SingleHop's nonperformance of any Services will be a credit issued pursuant to any applicable Service Level Agreement.

3.11 Returned electronic check payments will be subject to a returned check fee of $25.00 or the highest amount permitted by law, whichever is lower. Customer is responsible for any fees and costs (including, but not limited to, reasonable actual attorney's fees, court costs and collection agency fees) incurred by SingleHop in enforcing collection of Fees.

3.12 SingleHop may adjust the Fees in proportion with any increase in or changes to Third Party costs which are directly related to providing the Services to Customer, provided that (a) such increase or change is not due to any action initiated by SingleHop, and (b) SingleHop is unable to procure at more favorable prices alternative, comparable (as determined in SingleHop's sole discretion) Third Party products despite SingleHop's commercially reasonable efforts to do so. SingleHop may adjust its software offering and associated Fees in accordance with Third Party vendor program releases, policies or requirements, including, but not limited to, Microsoft's Service Provider Licensing Agreement. SingleHop will provide at least 30 days' prior notice to Customer of any increase in or changes to Third Party Costs under this subsection and will, upon Customer's written request, provided that Customer executes a nondisclosure agreement acceptable to SingleHop in SingleHop's sole discretion, provide Customer with reasonable documentation evidencing such increase in Third Party costs.

4. Term.

4.1 This Agreement will begin on the Effective Date, and unless terminated earlier as permitted under this Agreement, will continue on month-to-month terms renewing each month for subsequent one-month periods, unless either party provides written notice to the other no less than 5 days before the due date of the next invoice that Customer does not wish to continue receiving the Services.

4.2 The Service Period for each Service will be set forth in the applicable Attachment. In the event that any Service Period extends beyond the expiration term set forth in Section 4.1, all other provisions of this Agreement (i.e., all provisions except for the term set forth in Section 4.1), will remain in effect until the end of such Service Period.

4.3 Customer may request additional Services during the term of this Agreement by submitting the appropriate written order form for such Services. The Service Period for each such new Service, unless otherwise set forth in the applicable Attachment, will (a) begin on the date SingleHop accepts the order, (b) be on a month-to-month basis, and (c) be renewable and terminable under the same terms and conditions as the Agreement.

5. Suspension and Termination.

5.1   SingleHop may suspend the Services if Customer is in material breach of any provision of this Agreement (including nonpayment of any Undisputed Fees) and such breach has not been cured to SingleHop's reasonable satisfaction within 14 days' written notice to Customer. Prior notice of suspension will not be required if SingleHop determines, in its reasonable discretion, that suspension is necessary to protect SingleHop or its other customers from operational, security, or other material risk, or if the suspension is ordered by a court or other tribunal. In the event of suspension, Customer will remain liable for all Fees that would have been paid during the suspension period had the Services not been suspended

5.2   Either party may terminate this Agreement or the Services under an applicable Attachment for material breach (including nonpayment of any Undisputed Fees) as provided in this subsection. If this Agreement or an applicable Attachment provides for Customer to receive the Services on a month-to-month basis, either party may terminate for material breach, provided that the nonbreaching party has given the other party written notice of and the opportunity to cure the breach, and such breach has not been cured within 10 days of the notice. If this Agreement or an applicable Attachment provides for Customer to receive the Services on terms longer than a month-to-month basis, either party may terminate for material breach, provided that the nonbreaching party has given the other party written notice of and the opportunity to cure the breach, and such breach has not been cured within 30 days of the notice. Termination for breach will not alter or affect either party's right to seek any available remedy.

5.3   Except for termination as provided in this Section due to SingleHop's material breach, in the event Customer seeks to terminate this Agreement or an applicable Attachment prior to expiration, Customer will be liable for all Fees due during the remainder of the term, or the remainder of the Service Period (if such Service Period extends beyond the term according to Section 4.2), and such Fees will become immediately due and payable without further notice or demand from SingleHop.

6.   Post Termination Obligations and Procedures.

6.1   Upon expiration or termination of this Agreement or, as applicable, an Attachment:

(a)   Customer will discontinue use of the Services and relinquish use of the IP addresses and server names assigned to Customer by SingleHop and any other materials provided to Customer by SingleHop in connection with the Services, including pointing the DNS for Customer domain name(s) away from the Services;

(b)   all licenses granted to Customer, and all rights of Customer to receive the Services, will terminate.

6.2   SingleHop will have no obligation to provide any transition services or access to data except as expressly provided in this Agreement or as otherwise agreed in writing by the parties and as set forth in an applicable Attachment.

6.3   Provided that Customer has paid all Undisputed Fees and is not otherwise in default under this Agreement, and provided that Customer has given written notice to SingleHop no less than 30 days prior to the effective termination or expiration of this Agreement or Attachment, SingleHop will, upon Customer's written request, for a period of 14 days following the effective termination or expiration of this Agreement or Attachment, permit Customer to copy Customer Data from SingleHop's system. Customer must pay, in advance, a pro-rata amount of the then-current monthly Fees for such 14-day period for the ability to copy Customer Data.

6.4 Any obligations and duties which by their nature extend beyond the expiration or termination of this Agreement will survive the expiration or termination of this Agreement. Without limiting the generality of the foregoing, Sections 1, 4.2, 4.3, 6, 12 through 17, and 21 through 35 will survive the expiration or termination of this Agreement.

7. <u>User Control Considerations</u>. Customer will (a) delegate access to Customer employees via the Customer Portal, (b) assign and maintain a secure PIN to control access to sensitive information, including but not limited to, Customer passwords, (c) maintain and change passwords frequently, and promptly upon providing access to SingleHop or any Third Party to perform maintenance activities on Customer's behalf, and (d) provide to SingleHop a primary notification point of contact to serve as Customer's authorized representative to make technical and financial decisions.

8. <u>Service Levels</u>.

8.1 SingleHop will provide the Services in accordance with the version of the Service Level Agreement as indicated by the date stated therein and available at https://www.singlehop.com/wp-content/uploads/legal/contracts/2017/8/SLA-01.pdf. SingleHop will provide SLA Credits according to the terms of the Service Level Agreement. Credits under the Service Level Agreement, if issued to Customer's account, will be used only to offset future Fees for certain Services as provided in the Service Level Agreement. Such credits may not be sold, converted to cash, used to pay past due balances, or transferred to any Third Party or Affiliate, and will expire on the termination or expiration of this Agreement.

8.2 SingleHop may provide support services via the Customer Portal or other means as it determines from time to time. SingleHop may close or put on hold any request for service if Customer has not updated such request for 72 hours after notification from SingleHop.

9. <u>Subcontractors</u>. SingleHop may use one or more subcontractors to provide the Services or a portion of the Services. Unless otherwise agreed in writing, SingleHop will be solely responsible for any fees or charges incurred through use of subcontractors to the extent required to provide the Services, and subcontracting will not increase the Fees payable under this Agreement. Customer will pay any fees for subcontractors that SingleHop may retain to provide agreed-upon services in excess of the scope of the Services set forth in this Agreement.

10. <u>Backup and Security</u>.

10.1 Other than responsibility for physical security, and except as expressly provided in an applicable Attachment, Customer will be solely responsible for data maintenance, integrity, retention, security, and backup of Customer Data. Customer will be solely responsible for the development and implementation of an appropriate disaster recovery plan, and will be solely responsible for determining whether and to what extent a disaster has occurred, and for notice of same to SingleHop. Customer has the option to contract for managed backup services with SingleHop, or related services including notification of any failed backup attempts. Without limiting the foregoing, any Customer who does not contract with SingleHop for backup services will be solely responsible for undertaking measures to: (a) prevent any loss or damage to Customer Data; (b) maintain independent archival and backup copies of Customer Data; and (c) ensure the security, confidentiality and integrity of Customer Data.

10.2 Customer will use reasonable security precautions for providing access to the Services by its employees or other individuals to whom it provides access, whether in connection with Customer's internal business purposes or as a Customer Offering. Customer will be solely responsible for ensuring the confidentiality and security of all account usernames and

6

passwords, and for all user conduct in connection with such account credentials. Customer will implement internal protocols and procedures whereby terminated personnel will no longer be able to use any Customer username or password. All passwords used by Customer or its personnel must be smart, secure combinations of characters and not be comprised solely of dictionary words.

10.3   SingleHop will comply with all applicable laws pertaining to data breach and notification of same. Customer will have the right, and hereby undertakes the obligation, to promptly notify SingleHop of any potential, suspected or actual security breach concerning the Services or Customer Data about which Customer becomes aware.

11.   Customer 's Obligations.

11.1   Customer agrees to do each of the following: (i) cooperate with SingleHop's investigation of outages, security problems, and any suspected breach of this Agreement; (ii) comply with all license terms or terms of use for any software, content, service or website (including Customer Data) which Customer uses or accesses when using the Services; (iii) give SingleHop true, accurate, current, and complete Account Information; (iv) keep Customer's Account Information up to date; (v) be responsible for the use of the Services by Customer and Customer End Users and any other person to whom Customer has given access to the Customer Offering; (vi) use commercially reasonable efforts to prevent unauthorized access to or use of the Services; and (vii) where the Customer provides a Customer Offering as permitted under this Agreement, enter into an agreements with Customer's End Users containing relevant terms of this Agreement and releasing SingleHop from any and all liability for damages or losses Customer End Users may incur as a result of using the Customer Offering.

11.2   Customer will not use the Services in any situation where failure or fault of the Services could lead to death or serious bodily injury of any person, or to physical or environmental damage. For example, Customer may not use, or permit any other person to use, the Services in connection with aircraft or other modes of human mass transportation, nuclear or chemical facilities, or Class III medical devices under the Federal Food, Drug and Cosmetic Act.

11.3   Customer will not copy, transfer, reverse engineer, disassemble, decompile, create derivative works of, or, except as part of an authorized Customer Offering, allow Third Party access to the Services. Customer will not remove any proprietary notices or labels contained in or placed by the Services and will not use, post, transmit, or introduce any device, software, or routine which interferes or attempts to interfere with the operation of the Services. Customer will not take any action that imposes an unreasonable or disproportionately large load on the infrastructure of the Services' systems or networks, or any systems or networks connected to the Services.

11.4   Customer will comply with (a) the AI Terms and Conditions available at https://www.singlehop.com/wp-content/uploads/legal/contracts/2017/11/AITerms-01.pdf, and (b) ensure that Customer End Users (if applicable) comply with SingleHop's Acceptable Use Policy available at https://www.singlehop.com/wp-content/uploads/legal/contracts/2017/11/AUP-01.pdf, in each case in compliance with the versions as indicated by the dates stated therein,, and will not otherwise use the Services for any unlawful purpose. Customer will provide reasonable cooperation with SingleHop to investigate any violation of this provision.

11.5   Customer will reasonably comply with any request by SingleHop to cooperate in connection with any Third Party audit, including but not limited to software audits.

12.   Indemnification.

12.1   SingleHop will defend and indemnify Customer from and against all liabilities, losses, damages, claims, costs, causes of action and expenses, including but not limited to the costs of defense and reasonable actual attorney's fees ("Losses"), suffered, paid or incurred by any of the Customer Parties resulting from a Third Party claim, whether or not suit is filed resulting from direct infringement by the Services upon any U.S. copyright, trademark, or trade secret existing as of the Effective Date. The obligations will not apply to the extent any infringement arises from any use of the Services in a manner not authorized by SingleHop. In the event that some or all of the Services are held by a court of competent jurisdiction to be infringing or if SingleHop reasonably believes that such Services may be held to be infringing, then SingleHop will, at its expense: (i) modify the Services to be non-infringing in a manner that the Services' functions are not materially modified; (ii) obtain for Customer a license to continue using the Services; or (iii) terminate this Agreement or the affected Services and provide a prorated refund of any fees paid in advance for the affected Services. This Section sets forth Customer's sole and exclusive remedies for any claim of infringement related to the Services or any other intellectual property licensed under this Agreement.

12.2   Customer will defend and hold the SingleHop Parties from and against all Losses, suffered, paid or incurred by any of the SingleHop Parties resulting from a Third Party claim, whether or not suit is filed, arising out of, resulting from or connected with, in whole or in part: (i) Customer's use of the Services or Third Party services; (ii) any infringement or alleged infringement by the Customer Data of any Third Party intellectual property right, (iii) any breach or alleged breach by Customer of this Agreement, including any warranty contained in this Agreement; (iv) any violation or alleged violation by Customer or Customer End Users of a Third Party's rights, including, without limitation, any actual or alleged infringement or misappropriation of a Third Party's copyright, trade secret, patent, trademark, privacy, right of publicity or other proprietary right; (v) any damage caused by or alleged to have been caused by Customer or Customer End Users to the Site or Services; (vi) any actual or alleged violation or noncompliance by Customer or Customer End Users with any applicable law, court order, rule or regulation in any jurisdiction, or (vii) as applicable, Customer's resale of the Services.

12.3   In connection with any Loss for which a party seeks indemnification (being in such case, the "Indemnified Party") from the other party (the "Indemnifying Party") under this Agreement, the Indemnified Party will: (i) give the Indemnifying Party prompt written notice of the Loss; provided, however, that failure to provide such notice will not relieve the Indemnifying Party from its liabilities or obligations under this Agreement, except solely to the extent of any material prejudice as a direct result of such failure; (ii) cooperate with the Indemnifying Party, at the Indemnifying Party's sole cost and expense, in connection with the defense and settlement of the Loss, action, suit, proceeding, or investigation; and (iii) permit the Indemnifying Party to control thedefense and settlement of the Loss; provided, however, that the Indemnifying Party may not settle the Losswithout the Indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned or delayed. Further, the Indemnified Party, at its cost and expense, may participate in the defense of the Loss, through counsel of its own choosing. Notwithstanding the foregoing, in no event may Customer settle any Lossunless such settlement completely and forever releases SingleHop from any and all liability with respect to such Lossand does not require SingleHop to take, or cease taking, any action, unless SingleHop provides its prior, written consent to such settlement.

13.   Representations; Warranties. Each party represents and warrants to the other that it is a business entity duly organized, that it has all rights necessary to enter into this Agreement, and that by entering into this Agreement it will not be in breach of any other agreement or obligation. SingleHop warrants

8

and represents that the Services will be provided in a workmanlike manner in accordance with reasonable industry standards. Customer warrants and represents that (a) its use of the Services will comply with and be in accordance with all applicable laws and regulations, including but not limited to all laws and regulations specifically addressing Customer's industry, and (b) that the Customer Data will not infringe or misappropriate the intellectual property or other rights of any Third Party.

14. **<u>DISCLAIMER OF WARRANTIES</u>. Except for the warranties set forth in above, which are limited warranties and the only warranties provided by SingleHop to Customer, the Services are provided "AS IS," and SingleHop makes no additional warranties, express, implied, arising from course of dealing or usage of trade, or statutory, as to the Services or any matter whatsoever. SingleHop disclaims all implied warranties of m e r c h a n t a b i l i t y, fitness for a particular purpose, satisfactory quality, title and non-infringement. SingleHop does not warrant that the Services will meet any Customer requirements not set forth in this Agreement, that the Services will be uninterrupted or error-free, or that all errors will be corrected.**

15. **<u>LIMITATION OF LIABILITY</u>. In no event will either party be liable for any special or consequential damages (including for loss of profits, savings, revenue, or use, damaged or lost files or data, or business interruption) that may arise in connection with this Agreement, any Services provided to Customer, or any matter whatsoever, regardless of the cause of action or characterization of the damages, even if the party sought to be held liable has been advised of the possibility of such damages. In no event will SingleHop be liable for any damages for the cost of procurement of substitute services or for aggregate liability to Customer arising out of or relating to this Agreement, any Services provided to Customer, or any matter whatsoever, regardless of the cause of action or characterization of the damages, exceeding the amount of fees paid by Customer under this Agreement during the six-month period preceding the first act giving rise to liability. The foregoing limitations of liability will apply notwithstanding the failure of essential purpose of any remedies specified in this Agreement.**

16. <u>Essential Basis of Bargain</u>. Customer acknowledges that the Fees reflect the overall allocation of risk between the parties, including by means of the provisions for limitation of liability and exclusive remedies described in this Agreement. Such provisions form an essential basis of the bargain between the parties and a modification of such provisions would affect substantially the Fees charged by SingleHop. In consideration of such Fees, Customer agrees to such allocation of risk and hereby waives any and all rights, through equitable relief or otherwise, to subsequently seek a modification of such provisions or allocation of risk.

17. <u>Confidentiality</u>. Each party agrees that information relating to the other that is known to be confidential or proprietary, or which is clearly marked as such, will be held in confidence and will not be disclosed or used except to the extent that such disclosure or use is necessary to the performance of the Services. The obligations of confidentiality in this Section will not apply with respect to information that is independently developed by either party, lawfully becomes a part of the public domain, or of which the other party gained knowledge or possession free of any confidentiality obligation. SingleHop may disclose information, including information that Customer, or Customer End Users, may consider confidential, in order to comply with a court order, subpoena, summons, discovery request, warrant, regulation, or governmental request.

18. <u>Export</u>. Customer will comply with all applicable export laws and regulations of the United States of America, and assure that its use of the Services will not result in (a) export, directly or indirectly, in violation of any applicable export laws; or (b) any use or purpose prohibited by applicable export laws, including nuclear, chemical, or biological weapons proliferation. The parties will not take any actions that would cause either party to violate the U.S. Foreign Corrupt Practices Act of 1997, as amended.

19.   Trademarks. Customer hereby grants to SingleHop a nonexclusive, worldwide, royalty-free, fully paid-up license during the term to use Customer's trademarks, marks, logos or trade names in connection with SingleHop's provision of Services (including support of Service) to Customer and to be listed as a SingleHop customer on the Website and in other marketing or promotional materials.

20.   Press Releases and Publicity. Except as required by law, neither party will make any public statements, press releases or other public announcements regarding the parties' relationship without the prior written approval of the other party, except as provided in Section 19.

21.   Force Majeure. With the exception of Customer's payment obligations, neither party will be responsible for delays or failures in performance resulting from acts of God, acts of civil or military authority, fire, flood, strikes, war, terrorism, epidemics, pandemics, shortage of power, telecommunications or internet service interruptions or other acts or causes reasonably beyond the control of that party.

22.   Governing Law and Choice of Forum. This Agreement will be governed in all respects by the laws of the State of Illinois as they apply to agreements entered into and to be performed entirely within Illinois between Illinois residents, without regard to conflict of law provisions. Both parties agree that any claim or dispute between them must be resolved exclusively by a state or federal court located in Cook County, Illinois, except as otherwise agreed by the parties. Both parties agree to submit to the personal jurisdiction of the courts located within Cook County, Illinois for the purpose of litigating all such claims or disputes, and hereby waive all claims of forum non conveniens.

23.   Compliance With Laws.

23.1   Each party will comply with all applicable federal, state and local laws and regulations. If, after the Effective Date of this Agreement any law becomes effective which substantially and materially alters the ability or cost of either party to perform its obligations under this Agreement in whole or part, the parties will renegotiate the provisions of this Agreement to the extent necessary to reflect the effect of such law. If renegotiations do not result in terms agreeable to both parties, the party that would bear the altered cost due to the change in the law will have the right to terminate this Agreement without penalty upon 30 days' written notice to the other party.

23.2   SingleHop may process personal data as part of the Services, to which certain data protection or privacy laws may apply, including the European Union's General Data Protection Regulation ("GDPR"). Under the GDPR Customer may qualify as the "controller" and SingleHop may qualify as the "processor" for personal data that SingleHop stores, transmits or manages for Customer. If the GDPR applies, SingleHop and Customer will enter into a data processing agreement as an Attachment. Customer must inform SingleHop if it (a) intends to use or access the Services relating to activities establishing Customer as a "controller" or "processor" in the European Union pursuant to Article 3 of the GDPR or (b) believes that the GDPR or other data protection or privacy laws apply for other reasons.

24.   Limitations of Actions. No action, regardless of form or substance, arising out of this Agreement or the performance or nonperformance of any of the parties' obligations hereunder may be brought more than 1 year after a party knew or should have known of the occurrence of the event giving rise to such cause of action.

25.   Assignment. Neither party will assign or transfer any rights or obligations under this Agreement (including by operation of law or otherwise) without the prior written consent of the other party. Notwithstanding the preceding sentence, with the exception of an assignment to a competitor of the nonassigning party (which will require consent from the nonassigning party), either party may assign this Agreement without obtaining the consent of the other party, to an entity into which the

assigning party is merged, or to an acquirer of all or substantially all of the business or assets of the assigning party, or as part of a business restructuring, sale of stock, or other recapitalization or reorganization. Any purported assignment of rights or transfer of obligations in violation of this section is void. This Agreement will bind each party's authorized successors and assigns.

26. <u>No Third Party Beneficiaries</u>. Nothing expressed or implied in this Agreement is intended to confer upon any person other than the parties and their respective successors or permitted assigns, any rights, remedies, obligations or liabilities whatsoever.

27. <u>No Waiver</u>. The waiver by either party of any breach of this Agreement will not be construed to be a waiver of any succeeding breach. All waivers must be in writing, and signed by the party waiving its rights.

28. <u>Notices</u>. All notices or other communications that are required or permitted under this Agreement must be in writing and will be sufficient if delivered personally or sent by nationally-recognized overnight courier or by certified mail, postage prepaid, return receipt requested, to the addresses set forth at the beginning of this Agreement, or any other address provided pursuant to this Section.

29. <u>Relation of the Parties</u>. The parties agree they are acting as independent contractors and under no circumstances will any of the employees of one party be deemed the employees of the other for any purpose. Except as otherwise expressly agreed by the parties, this Agreement will not be construed as authority for either party to act for the other party in any agency or other capacity, or to make commitments of any kind for the account of or on behalf of the other. Nothing in this Agreement will be deemed to constitute a joint venture or partnership between the parties.

30. <u>Severability</u>. If any provision of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining provisions of this Agreement will remain in full force and effect.

31. <u>Pronouns</u>. Unless otherwise stated in this Agreement, a reference to the singular includes the plural and vice versa.

32. <u>Order of Precedence</u>. The parties hereby incorporate all Attachments into this Agreement by reference. In the event of inconsistency between any Attachment and this Agreement, unless the Attachment expressly provides that it prevails, the relevant provisions of this Agreement will prevail.

33. <u>Mutually Drafted</u>. This Agreement will not be construed more strictly against one party than the other merely by virtue of the fact that it has been prepared initially by one party, it being recognized that both parties and their respective legal counsel have had a full and fair opportunity to negotiate and review the terms and provisions of this Agreement and to contribute to its substance and form.

34. <u>Headings</u>. Headings and titles used in this Agreement are for convenience only and do not form a part of this Agreement.

35. <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between the parties concerning its subject matter and supersedes all other agreements, proposals, negotiations, representations or communications relating to its subject matter. Both parties acknowledge they have not been induced to enter this Agreement by any representations or promises not specifically stated in this Agreement. The protections of this Agreement will apply to actions of the parties performed in preparation for and anticipation of the execution of this Agreement. SingleHop may, in its sole discretion, modify or revise this Agreement and related Attachments at any time, and Customer's continued receipt of the Services in the next monthly period following the posting of any such amended Agreement means that Customer agrees to be bound by such modifications or revisions.

#

5955105_1