

BUSINESS CONTINUITY AND DISASTER RECOVERY SERVICES SCHEDULE

This Business Continuity and Disaster Recovery Services Schedule (this “Business Continuity **Schedule**”) is entered into by and between BlueHat Cyber (“**BlueHat**”) and its customer, as named on the Order Form (each, a “**Customer**”). “Party” or “Parties” shall mean, individually, BlueHat or Customer as the context requires and, collectively, BlueHat and Customer. This Business Continuity Services Schedule should be read in conjunction with the Parties’ Master Services Agreement (the “**Agreement**”) and is incorporated by reference into the Agreement. Capitalized terms that are not defined herein shall have the meaning given to them in the Agreement.

1. Services and Fees.

a. **Fees.** Customer agrees to pay BlueHat the then-current monthly charges for the Backup Services, at such rates set forth in the Order Form and as otherwise established by BlueHat from time to time. Charges for Business Continuity Services do not include Customer’s third party costs, including, for example, costs associated with connecting through an available Internet Broadband connection. Changes to the scope of Business Continuity Services provided by BlueHat will result in additional fees. BlueHat may increase its fees during renewal terms upon reasonable notice to Customer.

b. **Backup Services.** This Schedule sets forth the terms and conditions under which BlueHat will provide to Customer certain automated backup services, as specified herein and in the Order Form (the “**Business Continuity Services**”). BlueHat shall create a backup copy of Customer’s information and data (the “**Backup Data**”), pursuant to a schedule specified by Customer (the “**Backup Schedule**”). BlueHat’s obligation to perform backups shall not apply where BlueHat informs Customer it cannot perform the backup due to the size and/or complexity of Customer Data, or where Customer is in violation of the Agreement, this Schedule or the AUP.

c. **Restoration Services.** BlueHat shall make the Backup Data available to Customer, and provide the ability to restore Backup Data. If specified in the Order Form, BlueHat will assist with retrieval and restoration of the Backup Data (“**Restoration Services**”). Major incident recovery services such as recovery services after a complete server hardware failure, a failure resulting from third party vendors updating a system, a failure caused by Force Majeure, theft, vandalism, or unauthorized intrusion are not Restoration Services covered under this Schedule, and services provided by BlueHat to recover data under such circumstances shall be billed hourly by BlueHat at its then-current rates, and Customer shall be responsible for third party expense and costs in connection with such recovery.

d. **Software.** Services will be provided through a software agent installed on each managed endpoint. BlueHat will provide Customer with the software agent (the “**Software**”), which must be installed on the Customer’s system. Customer’s use of the Software is subject to the terms and conditions of the End User License Agreement set forth within the backup agent, and Customer agrees to such terms and conditions, which are incorporated by reference herein. Upon expiration or termination of this Schedule, Customer shall be responsible for removing the software agent from Customer’s system.

e. **Service Levels.** Subject to the terms and conditions of this Schedule and the Agreement, BlueHat shall use commercially reasonable efforts to attempt to provide the Services on a twenty-four hours a day, seven days a week basis, however, such uptime is not a guarantee. Customer understands, acknowledges and agrees that from time to time the Services may be inaccessible or inoperable for any reason including, but not limited to, equipment malfunctions, periodic maintenance, repairs or replacements that BlueHat undertakes from time to time, or causes beyond BlueHat's reasonable control or that are not reasonably foreseeable including, but not limited to, interruption or failure of telecommunication or digital transmission links, hostile network attacks, network congestion, or other failures. Customer understands, acknowledges and agrees that BlueHat has no control over the availability of the Services on a continuous or uninterrupted basis and that BlueHat assumes no liability to Customer or any other party with regard thereto. BlueHat shall use commercially reasonable efforts to respond to service requests.

f. **Limitations on Use.** The Services are intended for reasonable business use only. BlueHat may communicate limitations on storage and bandwidth usage to Customer in an Order Form or otherwise in writing. Without limiting the foregoing, Customer agrees that Customer shall not use excessive amounts, as defined by BlueHat, of storage or bandwidth, and higher levels of traffic may incur overcharges. Any activity that results in excessive usage inconsistent with reasonable usage patterns is strictly prohibited. BlueHat will monitor Customer's bandwidth and storage usage, and shall have the right to take corrective action of Customer's usage exceeds the usage limitations or other improper storage or usage. Such corrective action may include the assessment of additional charges, disconnection or discontinuance of any and all Services, removal or deletion of Customer Data and/or other materials, or termination of this Schedule or the Agreement, and Customer shall not be entitled to a refund or credit of any fees paid prior to such action.

g. **Security.** BlueHat shall establish and maintain commercially reasonable security measures designed to provide for the safe custody of the Backup Data and to prevent unauthorized access to the Backup Data. Where requested and authorized by Customer in an Order Form, BlueHat agrees to use encryption technology in the electronic transmission of data to protect private Customer information from access by unauthorized users. Any encryption keys associated with this Service must be securely retained by the Customer to avoid data loss.

h. **Other Services.** Hosting services and solutions may be offered to Customer for an additional charge pursuant to a separately-executed or separately-identified Hosting Schedule. Support services beyond those set forth in the Order Form may be provided by BlueHat for an additional fee.

2. **Customer Obligations.**

a. **Integrity of Customer Data.** Customer is responsible for the integrity of Customer Data targeted for Backup Services. BlueHat shall back up Customer Data "as is, where is", and will restore data in the same format as it is backed up. Thus, for example, corrupted data will be backed up and restored in the same state.

b. **System Requirements.** Customer understands that the Backup Services are dependent on Customer's own computer systems, network and data communication links.

Customer shall comply with any and all environment and system requirements identified by BlueHat as necessary for the Backup Services. If required, BlueHat will advise Customer regarding the size of networks to enable the transmission of Backup Data to meet the agreed Backup Schedule. Without limiting the foregoing, Customer shall provide Internet access and connectivity to managed endpoints having adequate bandwidth, and provide communication links sufficient to allow BlueHat to provide the Backup Services. BlueHat reserves the right to delete Backup Data in the event of Customer's failure to adhere to the system requirements.

c. **Disaster Recovery Plan.** Customer will be solely responsible for the development and implementation of an appropriate disaster recovery plan and will provide notice of any events triggering such plan to BlueHat. Except as expressly set forth in an Order Form(s), Customer is solely responsible for monitoring the successful backup of Customer's system. BlueHat may provide assistance with developing and implementing a disaster recovery plan for an additional charge, and other support services beyond those set forth in the Order Form may be provided by BlueHat for an additional fee.

d. **Acceptable Use.** Without limiting Customer's obligations under BlueHat's Acceptable Use Policy, Customer covenants that it shall not use place any Customer Data on a backup server that: (i) infringes on the intellectual property rights of any third party or any rights of publicity or privacy; (ii) violates any law, statute, ordinance or regulations; (iii) is defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (iv) is obscene, pornographic or indecent; or (v) contains any viruses, trojan horses, worms, time bombs, cancelbots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. BlueHat reserves the right (but undertakes no duty) to monitor Customer Data, decide whether such Data is in violation of this Schedule, and remove such Data and/or terminate Customer's access to the Services, at any time, and without prior notice. Company reserves the right (but undertakes no duty) to backup, store, replicate, deny, cancel, terminate, suspend, lock, delete, or modify access to or control of Customer's account or Customer Data in order to enforce its rights under this Schedule, the Agreement, or applicable law.

e. **Continuing Cooperation.** Customer shall cooperate fully with investigations of violations of systems or network security at other sites, including cooperating with law enforcement authorities in the investigation of suspected criminal violations. Customer shall respond in a timely manner to email alerts from BlueHat, including alerts regarding software updates and monitoring alerts. Customer shall promptly report any errors in executing backups to BlueHat.

3. **Equipment.**

a. **BlueHat Equipment.** BlueHat may rent or provide certain hardware and equipment to Customer for use in connection with the Backup Services ("**BlueHat Equipment**"). Fees associated with BlueHat Equipment shall be set forth in an Order Form, and such fees may be modified from time to time if additional equipment is added. Customer will not attempt to sell, resell, tamper, troubleshoot, repair, or move BlueHat Equipment without BlueHat's written permission, and Customer shall take its best efforts to keep BlueHat Equipment safe and secure while in Customer's possession. BlueHat Equipment shall remain the property of BlueHat and must be returned promptly upon request. If BlueHat Equipment is stolen, damaged or destroyed,

Customer shall be responsible for reimbursing BlueHat for the current market prices of such Equipment at the time of the loss for replacement units. Customer shall cease the use of BlueHat Equipment upon termination of this Schedule, and Customer gives BlueHat permission to take possession of the BlueHat Equipment within ten (10) days after termination of the Schedule by entering Customer's premises to remove the Equipment, and Customer agrees to fully cooperate and will not interfere in any way in the removal of BlueHat Equipment. Customer further agrees to compensate BlueHat for expenses incurred during the recovery of BlueHat Equipment.

b. ***Customer Equipment.*** Customer agrees that BlueHat may use certain items of Customer's equipment in the course of providing the Backup Services. Customer agrees to grant BlueHat access to Customer's facility and Customer's equipment as needed for provision of the Backup Services. Customer retains title and ownership in all of Customer's equipment.

4. **Term and Termination.**

a. ***Term of Backup and Restoration Services.*** This Schedule is effective on the Effective Date and shall continue for a period of three (3) years. The Schedule shall be automatically renewed thereafter, for successive one year periods, unless at least thirty (30) days prior to the date of any such renewal either party gives written notice to the other of its intention that the Schedule not be renewed.

b. ***Effects of Termination.***

i. Termination of the Agreement shall terminate this Schedule.

ii. Without limiting the BlueHat's termination rights as set forth elsewhere in this Schedule and/or in the Agreement, on termination of this Service Schedule for any reason, Customer shall allow BlueHat reasonable access to Customer's premises to remove BlueHat's equipment.

iii. Customer shall be responsible for hardware, software and support necessary for the return of all Customer Data or the transfer of such data or Customer's system to a different service provider, at Customer's sole cost and expense, and BlueHat shall not be liable for any lost data or interruption of service in connection with same.

5. **Additional Disclaimer of Warranties.** In addition to the limitations in Sections 9 and 10 of the Agreement, BlueHat will not be liable for any losses or damages, including but not limited to loss of Customer Data, due to any changes made by Customer to its backup configuration without BlueHat's assistance or prior written approval.