

MANAGED SECURITY SERVICES SCHEDULE

This Managed Security Services Schedule (this “**Managed Security Schedule**”) is entered into by and between BlueHat Cyber, hereinafter “**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 Managed Security 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 Managed Security Services (defined herein), at such rates set forth in the Order Form and as otherwise established by BlueHat from time to time. Without limiting the foregoing, BlueHat may increase its fees during renewal terms upon reasonable notice to Customer. Charges for Managed Security Services do not include Customer’s third party costs, including, for example, costs associated with connecting through an available Internet Broadband connection. Technician time outside normal business hours, on weekends, and on holidays, and changes to the scope of Managed Security Services Provided by BlueHat, shall be subject to additional fees. Hardware and software purchases shall be Customer’s responsibility, and if BlueHat makes such purchases for Customer’s use, Customer shall reimburse BlueHat for such fees, and such fees shall be nonrefundable.

b. **Managed Security Services.**

i. This Schedule sets forth the terms and conditions under which BlueHat will provide to Customer certain managed security services, as specified herein and in the Order Form (the “**Managed Security Services**”). BlueHat will use commercially reasonable efforts to (a) monitor covered systems on a continuous basis for correct operation, functions, performance, security and usage; (b) provide reports regarding performance and usage on a mutually agreeable schedule, if subscribed; (c) back up designated servers and endpoints if subscribed to backup and/or disaster recovery services; and (d) detect affected or infected devices on Customer’s network.

ii. Managed Security Services will be remotely delivered via remote access tools. In the event of hardware or failure or other failure of remote resolution, BlueHat may dispatch a technician for on-premises assistance, for an additional fee. If the Order Form does not otherwise specify the fee for on-premises assistance, Customer shall be charged on a time and materials bases at BlueHat’s then-current rates, and BlueHat will be reimbursed for reasonable and actual expenses, including travel.

iii. The Managed Security Services do not include database support, network design, implementation, configuration or testing, network security planning, implementation, configuration and testing, enterprise messaging implementation, enterprise applications implementation, systems integration projects, custom reports and programming projects, infrastructure upgrades, forensic analysis, breach remediation, project management, upgrade or replacement of failed hardware, increase or upgrade of capacity or infrastructure, or CIO/CSO/CTO services, but BlueHat may make such services available to Customer pursuant to

a separately-executed or separately-identified Schedule. Unless an Order Form or Schedule fixes a fee for such additional services, Customer shall pay for such services on a time and materials basis at BlueHat's then-current rates.

c. **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, this 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.

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 software 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. BlueHat's licensors may add or remove software or software support from its offerings, or modify existing software or support in accordance with their policies, which may include end-of-life policies. Customer acknowledges and agrees that BlueHat may modify or change its Managed Security Services to the extent that they are affected to such changes, provided that BlueHat shall use commercially reasonable efforts to maintain, to the extent reasonably practicable, comparable services at the same or a better level of service as provided for in the Agreement.

e. **Limitations on Use.** 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 if 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.

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

g. **Security.** When requested and authorized by Customer, BlueHat will utilize Secure Socket Layer (SSL) or Virtual Private Network (VPN) or other encryption technology in the electronic transmission of data to protect Customer information from access by unauthorized users. Data at rest will be encrypted with AES 256 or current equivalent.

2. **Customer Obligations.**

a. **Access.** Customer shall ensure that BlueHat is given access to Customer's premises, equipment, software, and systems in order that the Services may be delivered and maintained in accordance with the terms of this Agreement. Customer shall allow BlueHat's monitoring tools and agents to be installed on all covered devices in order for the Services to be provided.

b. **Administration.** Customer shall designate at least one authorized user to act as an administrator who will act as BlueHat's principal point of contact for purposes of this Agreement.

c. **System Requirements.** Customer understands that the Managed Security 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 Managed Security Services. Customer further acknowledges that modifications or changes to the supported devices or to Customer's systems or environment may cause interoperability problems or malfunctions. Thus, unless Customer has obtained prior written consent from BlueHat, Customer shall not allow maintenance, configuration or patching to be performed on covered devices by anyone other than BlueHat, and shall not allow configuration of any programmable network devices by another other than BlueHat, and if any unapproved changes are made by Client or a third party, resolution or remediation of any outages or disruptions of the covered network or system shall be subject to additional fees. Customer shall facilitate implementation of patches and security updates on all addressable endpoints, and Customer's failure to promptly and fully implement patches and updates shall void all warranties in the Agreement and this Schedule. Customer shall maintain, at its sole cost and expense, its network and/or information technology infrastructure to ensure that it is interoperable with the Managed Security Services. 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 Managed Security Services. BlueHat reserves the right to limit availability of Services in the event that necessary service components including, but not limited to, electrical power, cooling capacity, cabling, rack space, switching/routing/network infrastructure, application software, etc., are either unavailable or unattainable at a reasonable cost to BlueHat. If Customer fails to make any preparations required herein and this failure causes BlueHat to incur costs during the implementation or provision of Managed Security Services, then Customer agrees to reimburse BlueHat promptly for these costs.

d. **Disaster Recovery Plan.** Customer will be solely responsible for the development of an appropriate disaster recovery plan. 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. BlueHat shall not be obligated to comply with Customer's disaster recovery plan unless

specific obligations are incorporated into this Schedule or an Order Form by a mutually-agreeable signed writing.

e. **Acceptable Use.** The Services are intended for reasonable business use only. Without limiting Customer's obligations under BlueHat's Acceptable Use Policy, Customer covenants that it will not take any action designed or intended to (1) interfere with the proper working of the Services; (2) circumvent, disable, or interfere with security-related features of the Services or features that prevent or restrict use, access to, or copying the Services, or that enforce limitations on use of the Services; or (iii) impose (or which may impose, in BlueHat's sole discretion) an unreasonable or disproportionately large load on BlueHat's infrastructure. The Services are offered for use in the United States of America and any other territory set forth in the Order Form. As between Customer and BlueHat, Customer is solely responsible for compliance with applicable laws relevant to its authorized users accessing or using the Managed Security Services while outside the United States.

f. **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 Managed Security 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 Managed Security Services. Customer agrees to grant BlueHat access to Customer's facility and Customer's equipment as needed for provision of the Services. Customer retains title and ownership in all of Customer's equipment.

4. **Term and Termination.**

a. ***Term of Managed Security 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 the transfer of 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; Limitation of Liability.** In addition to the limitations in Sections 9 and 10 of the Agreement, BlueHat will not be liable for any losses or damages due to any changes made by Customer to its system configuration, devices, or environment without BlueHat's assistance or prior written approval. Moreover, BlueHat does not warrant that the Managed Security Services will detect and prevent all possible threats and vulnerabilities or that such services will render Customer's network and systems invulnerable to security breaches or vulnerabilities. With regard to Services which provide information sharing and/or industry alerts, BlueHat further disclaims any liability to Customer, and Customer assumes the entire risk for (a) information from third parties provided to Customer which to the best of BlueHat's information, knowledge and belief did not contain false, misleading, inaccurate or infringing information; (b) Customer's actions or failure to act in reliance on any information furnished as part of Managed Security Services; and/or (c) the use of any third party links, patches, updates, upgrades, enhancements, new releases, new versions or any other remedy suggested by any third party as part of Managed Security Services.