

A photograph of a server room with rows of server racks. The room is dimly lit with a blue-green glow from the server lights. A central aisle leads towards two server racks in the distance. The floor is made of square tiles.

UNITEDLAYER CLOUD

Terms & Conditions

Terms and Conditions

These Terms and Conditions, including the Service Level Agreement and exhibits attached hereto and incorporated by reference, (collectively the “Terms and Conditions”) is entered into between **UNITEDLAYER CLOUD, LLC.**, a Nevada limited liability company with offices at 6001 W Parmer Lane, Ste 370 #650, Austin, TX 78727, and its affiliates (“UnitedLayer”), and the party (“Customer” or “Reseller” if applicable) identified in a service order form(s) (as defined below). UnitedLayer and Customer are each referred to as a “Party” and collectively as the “Parties” These Terms and Conditions and all Service Order Form(s) existing or hereafter entered between UnitedLayer and the Customer are collectively referred to as the “Agreement”).

1. Definitions.

- a) “**Acceptable Use Policy**” means the acceptable use policy published on UnitedLayer’s website, as the same may be amended from time to time.
- b) “**Customer IP**” means Customer’s pre-existing Intellectual Property.
- c) “**Data Center**” means the UnitedLayer’s center where it runs Services for Customer.
- d) “**Facility**” means the building in which the Data Center is located.
- e) “**Monthly Recurring Charges**” or “**MRC**” means the fixed monthly fees set forth on any Service Order Form.
- f) “**Rules and Regulations**” are the rules and regulations published on UnitedLayer's website, as the same may be amended from time to time. The Rules and Regulations are applicable to any Service Order Form that includes colocation Services.
- g) “**Service Order Form**” means each service order form now, heretofore, or hereafter entered between Customer and UnitedLayer.
- h) “**Services**” means such of UnitedLayer’s Colocation, IP Transit/Transport, Cloud, Disaster Recovery and/or Managed Services ordered by Customer, which are to be provided by UnitedLayer pursuant to a Service Order Form.
- i) “**UnitedLayer IP**” means UnitedLayer’s Intellectual Property, not otherwise generally licensed to the public under an Open-Source Software license.

2. Services, Maintenance, Support, Training and Service Levels.

- 2.1 **Services.** Subject to the terms and conditions of the Agreement, UnitedLayer will use reasonable commercial efforts to provide to Customer such Services as may be from time to time set forth and described on each Service Order Form.
- 2.2 **Support Services.** UnitedLayer shall provide 24/7 customer and technical support services to Customer via e-mail through submissions to support@unitedlayer.com and telephone through calls made to 888-853-7733 extension 2 or via UnitedLayer's customer portal. UnitedLayer reserves the right to change its contact information at any time upon notice to Customer. Support calls for services beyond those specifically set forth in herein and in the Service Order Form shall result in additional charges.
- 2.3 **Additional Charges.** All services that are not specifically delineated on a Service Order Form shall be considered additional services for which UnitedLayer may charge an additional fee, including but not limited to set up fees, consulting services, riser fees, cross connect fees, Meet Me Room connection charges, additional bursting IP services stacking, shipping, and trash removal. Charges for bandwidth usage are billed using the industry standard 95th percentile billing method. Charges from third parties, including but not

limited to connection charges, will be passed on to the Customer, and are subject to price changes by the third parties at any time during the term of this contract. UnitedLayer requires that a support ticket be created within the UnitedLayer customer portal before any support work can begin.

- 2.4 **Maintenance.** UnitedLayer may carry out periodic maintenance or upgrade work on the network or its equipment, or to the Facility infrastructure and/or equipment. UnitedLayer will use commercially reasonable efforts to notify Customer via e-mail or phone pursuant to the information provided on the primary account contact at least 48 hours in advance of scheduled maintenance and scheduled downtime. Customer is responsible for providing UnitedLayer with accurate and current contact information for Customer's designated points of contact. UnitedLayer reserves the right to perform emergency maintenance as needed with no notice.
- 2.5 **Use of Subcontractors.** Customer hereby acknowledges that in the course of performing Services hereunder, UnitedLayer, in addition to its own employees, may desire or require the services and assistance of subcontractors, agents and representatives in connection with the Services and/or Deliverables to be provided under the Agreement.

3. Customer Responsibilities.

Customer shall comply with UnitedLayer's Acceptable Use Policy. Customer shall not use the Services (i) for any purpose other than for Customer's own personal or internal business needs; (ii) in a manner that violates any applicable law or regulation, including export restrictions; (iii) to knowingly or intentionally disseminate or transmit any: unsolicited commercial e-mail messages (SPAM), chain letters, malware, spyware, bots (including spiders and crawlers), or other repetitive or automated information collection or distribution devices (excluding double opt-in e-mail lists); (iv) to create a false identity or otherwise attempt to mislead anyone (including UnitedLayer) as to origin or transmitter of any communication, information or other material; (v) to violate the privacy or breach the security of any other person; or (vi) to access or monitor computer, information or communications devices or resources of UnitedLayer, including but not limited to, engaging in any unauthorized security probing activities or other attempts to evaluate or test UnitedLayer's networks or host system. UnitedLayer will have the right to monitor online conduct, usage and communications in order to verify compliance with the Agreement and applicable law. Any Service Order Form for colocation services shall be subject to the additional terms and conditions set forth on Exhibit C, the terms of which are incorporated by this reference. Any Service Order Form for UnityOne SaaS shall be subject to the additional terms and conditions set forth on Exhibit D, the terms of which are incorporated by this reference. Unless otherwise specified in the applicable Service Order Forms, Customer will not lease, sublicense, loan, resell for profit, distribute or otherwise grant any rights in the Services in any form to any other party other than its Licensed Users, including for commercial time-sharing, rental, or service bureau use. Any Service Order Form for reseller rights shall be subject to the additional terms and conditions set forth on Exhibit E, the terms of which are incorporated by this reference.

4. Fees and Payment Schedule.

- 4.1 **Invoicing.** UnitedLayer shall, via e-mail and/or postal mail, invoice Customer for fees and charges due and payable for Services to be performed for the upcoming month pursuant to each Service Order Form, and for bandwidth usage or overages and metered power usage and additional Services provided in the prior month. The first invoice under a Service Order Form shall include (i) the first month's MRC (prorated for any partial first month); plus (ii) set up and other one-time fees and shall be payable on or before the commencement date of the Services. Thereafter, each invoice is payable on its due date, but in no event less than five days in advance of the month during which the services will be provided. Customer shall pay all applicable federal, state, and local taxes, arising out of the Agreement (except those based upon UnitedLayer's income). Customer shall pay all property taxes on Customer's equipment.
- 4.2 **Late Payment.** Collection Costs. All amounts not paid when due shall be assessed an administrative fee equal to 5% of the amount past due. In addition, UnitedLayer may charge interest on all due and unpaid fees at the rate of 1.5% per month (or the maximum interest rate permitted by law, whichever is lower). Customer

shall pay to UnitedLayer all costs of collection, including attorneys' fees, costs and expenses incurred in connection therewith.

- 4.3. **Cessation of Services.** In the event Customer does not remit payment of all amounts due under an invoice by the tenth (10) day following its due date, UnitedLayer may, at its discretion and without notice, cease providing Services to Customer, including but not limited to, denying Customer access to the Facility.
- 4.4. **Security Deposit.** Upon signing and delivery of the Service Order Form, Customer shall deposit with UnitedLayer as security for its performance under the Agreement, the amount of the Security Deposit specified in the Service Order Form which is customarily equal to one month's projected Monthly Recurring Charges ("Security Deposit"). UnitedLayer shall not be required to maintain the Security Deposit in a separate account and Customer shall not be entitled to interest on the Security Deposit. If Customer fails to pay any amount when due, then UnitedLayer may draw upon the Security Deposit in the amount of payment due but not made. If Customer's MRC increases or Customer's required monthly payments are received more than five (5) days after the payment due date for two (2) months during the Term, then in addition to its other remedies hereunder, UnitedLayer shall be entitled at its sole discretion to increase the required Security Deposit in an amount equal to up to six (6) month's MRC. Within five (5) business days after receipt of written notice of any deficiency in the amount of the Security Deposit (either due to withdrawals by UnitedLayer or an increase in the required amount), Customer shall deposit with UnitedLayer cash or cashier's check in an amount sufficient to restore the Security Deposit to its original or required increased amount. Customer's failure to do so shall constitute a material breach hereunder. Within thirty days (30) days after the later of (a) expiration or earlier termination of the Agreement or (b) Customer's vacating the Facility, and provided no default exists hereunder, UnitedLayer shall return the Security Deposit less any portion thereof as UnitedLayer shall have used to satisfy Customer's obligations under the Agreement.

5. Confidential Information.

- 5.1. **Non-Disclosure.** Each Party agrees to treat as confidential all Confidential Information (as defined below) related to the rights and obligations of the other Party under the Agreement and the business and activities of the other Party, its customers, clients, suppliers and other entities with whom such other Party does business, which may be obtained by such Party from any source or as a result of or relating to the Agreement, including the economic and financial terms and conditions contained in or otherwise referenced by the Agreement (the "Confidential Information"). Each Party agrees to hold the Confidential Information of the other Party in confidence and shall not disclose such information to any person, firm or enterprise, or use (directly or indirectly) any such information for its own benefit or the benefit of any other party. Even when disclosure is permitted, each Party agrees to limit access to and disclosure of the other Party's Confidential Information solely to its employees on a "need to know" basis for purposes directly related to the performance of the Party's obligations hereunder. Notwithstanding the foregoing, either Party may disclose the other Party's Confidential Information pursuant to applicable law or regulation or compulsion of proper judicial or other legal process; provided, however, that the disclosing Party shall, unless prohibited by law, provide prompt notice of the same prior to such required disclosure such that the other Party may seek a protective order or other appropriate remedy to safeguard, restrict and/or limit the disclosure of such Confidential Information. Notwithstanding the foregoing, UnitedLayer may, without prior notice to Customer, comply with requests from governmental agencies. For purposes of the Agreement, Confidential Information includes, without limitation, each Party's trade secrets, proprietary and competitive information, financial information, the specific terms of the Agreement, past and present operations, activities, future plans and strategy; provided, however, that information shall not be considered Confidential Information to the extent, but only to the extent that such information (a) is or becomes publicly available through no fault, default or breach of or by the receiving Party, (b) is or was rightfully acquired by the receiving Party from another without restriction or obligation of confidentiality or (c) if such information is or was independently developed by the receiving Party without use of or reference to Confidential Information of the other Party. Upon any termination of the Agreement, within 10 days of the effective date of termination or expiration Customer shall return to UnitedLayer (or destroy at UnitedLayer's request) the Confidential Information of UnitedLayer in Customer's possession or control.

- 5.2. **Equitable Relief.** In the event of a breach or threatened breach of the foregoing confidentiality obligations by one Party, the other Party shall suffer immediate and irreparable harm for which, money damages shall be impossible to calculate and be inadequate compensation. Accordingly, either Party shall be entitled to an injunction, restraining order or other equitable relief to enforce compliance with the provisions hereof; provided, however, that no specification herein of any particular legal or equitable remedy shall be deemed or construed to prohibit either Party from seeking or obtaining any other remedy available under the Agreement.

5A. Intellectual Property.

5A.1 **IP Ownership.** Unless otherwise specifically stated in the applicable Service Order Form, as between the parties, (i) UnitedLayer owns all Intellectual Property in the Services (excluding Customer IP); and (ii) each party otherwise owns Intellectual Property it creates, authors, or invents.

5A.2 **UnitedLayer IP License.** If Customer's use of the Services requires Customer to use UnitedLayer IP, UnitedLayer grants to Customer a limited, worldwide, non-exclusive, non-sublicensable, non-transferable, royalty-free right and license (for Customer's and permitted end user's internal use) to UnitedLayer IP: (i) in the Services, as necessary to use the Services in compliance with the Agreement for the duration of the Services.

5A.3 **Customer IP License.** If UnitedLayer's provision of the Services requires UnitedLayer to use Customer IP, Customer must provide access to the Customer IP and grants to UnitedLayer a limited, worldwide, non-exclusive, non-transferable, royalty-free right and license (with right of sublicense where required to perform the Services, but otherwise without the right to sublicense) to Customer IP solely for the purpose of providing the Services.

5A.4 **Service Modification.** UnitedLayer may modify the Services in response to any claim of third-party Intellectual Property infringement, and if UnitedLayer determines that it is not reasonably or commercially practicable to modify or obtain the right to use the allegedly infringing element, UnitedLayer may terminate the Services on 90 days' notice without liability except to refund amounts paid for unused Services (prorated as to portions of the Services).

6. Term and Termination; Transition Assistance.

- 6.1. **Term.** Each Service Order Form shall be for the contract term specified therein (unless the Agreement is earlier terminated as provided herein); provided, however, that if any Service Order Form commences on a day other than the first day of a month, the number of months in the term shall be counted starting with the first full month following the commencement date. Upon expiration of the term set forth in a Service Order Form, the Service Order Form will automatically renew for successive twelve-month terms (each a "Renewal Term"), unless either party has given notice of non-renewal to the other party at least 120 days prior to the expiration date of the initial term or the then-current Renewal Term, as applicable. At UnitedLayer's option, the term will not automatically be renewed if Customer is then in default under the Agreement. Unless otherwise provided in the applicable Service Order Form, UnitedLayer reserves the rights to change its prices at any time during any Renewal Term, with or without notice to Customer; provided, however, such changes will be limited to a maximum of 10% in any Renewal Period unless UnitedLayer first gives Customer notice of a higher increase and Customer fails to object to such increase within ten days of such notice. Notwithstanding anything herein to the contrary, throughout the term of this Agreement, changes in charges for power shall not be limited and shall be subject to adjustment in proportion to increases in electricity and other power costs applicable to the Data Center.
- 6.2. **Event of Default by Customer.** The occurrence of any one or more of the following shall constitute an "Event of Default by Customer": (a) Customer for any reason fails to pay UnitedLayer any fees, charges or any other amount due under the Agreement within ten (10) days of its due date, b) Customer fails to perform any obligation or covenant set forth in the Agreement and the same is not cured within ten (10) business days following receipt of written notice thereof, or c) Customer admits in writing its inability to pay its debts as they become due, fails to satisfy any judgment against it, ceases operations of its business in the ordinary course, is adjudicated bankrupt or becomes insolvent, winds up or liquidates its business voluntarily or otherwise, applies for, consents to or suffers the appointment of, or the taking or possession by a receiver,

custodian, assignee, trustee, liquidator or similar fiduciary of itself or of all or any substantial portion of its assets, makes a general assignment for the benefit of creditors, commences a voluntary case under any state or federal bankruptcy laws (as now or hereafter in effect), files a petition seeking to take advantage of any other law providing for the relief of debtors, acquiesces to, or fails to have dismissed, within 30 days, any petition filed against it in any involuntary case pursuant to such bankruptcy laws and/or takes any action for the purpose of effecting any of the foregoing.

- 6.3. **Event of Default by UnitedLayer.** The occurrence of any one or more of the following shall constitute an “Event of Default by UnitedLayer” the Agreement: the failure by UnitedLayer to perform any material obligation or covenant set forth in the Agreement if the same is not cured within thirty (30) days following receipt of written notice thereof; provided, however, that it shall not be an Event of Default by UnitedLayer if such failure is capable of cure and UnitedLayer commences to cure such failure within said 30 days and thereafter diligently prosecutes the curing thereof. Upon the occurrence of an Event of Default by UnitedLayer, Customer may terminate the Agreement upon ten (10) days’ notice.
- 6.4. **Remedies upon Event of Default by Customer.** Upon the occurrence of an Event of Default by Customer, UnitedLayer shall have the right (a) to discontinue all Services to Customer with or without notice to Customer, (b) to disconnect Customer from its internet, power and telecommunications services; (c) to remove any Customer equipment from the Data Center and place it in storage at Customer's expense and subject to UnitedLayer’s lien rights, and/or (d) upon written notice to Customer, to terminate the Agreement. In the event this Agreement is terminated for any reason other than an Event of Default by UnitedLayer, Customer shall be obligated to pay to UnitedLayer immediately all amounts due to UnitedLayer, including late charges and fees, plus an amount equal to the total MRC charges that Customer would have paid UnitedLayer over the remainder of the term of the Agreement as specified on each Service Order Form.
- 6.5. **Elective Termination.** Customer acknowledges, agrees, and covenants that Customer is responsible for full payment of the services for the entire Term regardless of the portion of the services actually consumed. Customer may at its option, terminate any Service Order Form by submitting to UnitedLayer at billing@unitedlayer.com sixty (60) days prior written notice of termination of such Service Order Form and payment to UnitedLayer, by way of liquidated damages and not a penalty, of an amount equal to the aggregate MRC that would have been paid over the remainder of the then term (as the same may have been extended under Section 6.1) for such Service Order Form. (e.g., if Customer terminates a Service Order Form fourteen months into a two-year term for any reason other than an Event of Default by UnitedLayer, Customer shall pay to UnitedLayer a termination fee equal to the balance of all MRC for the remaining 10 months of the term).

7. Representations, Warranties and Covenants.

- 7.1 **Authority to Execute the Agreement.** Each Party represents, warrants and covenants to the other Party that: (a) it has the full corporate right, power and authority to enter into the Agreement and to perform the acts required of it under the Agreement, (b) the execution of the Agreement and performance of its obligations under the Agreement do not and shall not violate any other agreement to which it is a party, (c) the Agreement constitutes the legal, valid and binding obligation of such Party when executed and delivered and (d) any and all activities it undertakes in connection with the Agreement shall be performed in compliance with all applicable laws, rules and regulations.

8. Indemnification; Limitation of Liability.

- 8.1. **By Customer.** Customer agrees to indemnify, defend and/or handle at its own cost and expense any claim or action against UnitedLayer, its parent companies and its affiliates and their successors, and their respective officers, directors, employees, shareholders, representatives, and agents (each an “Indemnified Party”) from and against any action or Claims (defined below) by a third party arising out of, or relating directly or indirectly to the Agreement, the License (if any) granted under the Agreement and the use of the Services by Customer or any person or entity acting through or on behalf of Customer, excepting therefrom

Claims arising out of the gross negligence or intentional misconduct of UnitedLayer as determined by a court of competent jurisdiction. For purposes of the Agreement, the term “**Claims**” means any and all claims, causes of action (whether based on tort or contract law principles, law, or equity, or otherwise), charges, assessments, fines, and penalties of any kind (including consultant and expert expenses, court costs, and reasonable attorneys’ fees and costs). Claims include claims for injury to any persons (including death at any time resulting from that injury), and loss of, injury or damage to, or destruction of real or personal property. The provisions of this section shall survive the expiration or earlier termination of the Agreement. An Indemnified Party shall give Customer prompt notice of any claim asserted or threatened against it and the basis of which the Indemnified Party intends to seek indemnification, but the obligations of the Customer shall not be conditioned upon receipt of such notice except to the extent that Customer is actually prejudiced by such failure to give notice. Customer shall promptly assume the defense of the Indemnified Party with counsel reasonably satisfactory to the Indemnified Party and the fees and expenses of such counsel shall be at the sole cost and expense of Customer. Notwithstanding the foregoing, the Indemnified Party shall be entitled, at its expense, to employ counsel separate from counsel for the Customer and from any other party in such action, proceeding, or investigation. An Indemnified Party may not agree to a settlement of a Claim without the prior written approval of the Customer, which approval shall not be unreasonably withheld. Customer may not agree to a settlement of a Claim against an Indemnified Party unless such settlement includes a full release of the Indemnified Party.

- 8.2. **By UnitedLayer.** UnitedLayer agrees to indemnify, defend and/or handle at its own cost and expense any claim or action against Customer, its officers, directors, employees, representatives and agents based upon or in connection with any Claim by a third party arising out UnitedLayer’s gross negligence or intentional misconduct. The provisions of this section shall survive the expiration or earlier termination of the Agreement. UnitedLayer shall be given prompt notice of any claim asserted or threatened against and the basis on which indemnification is sought. UnitedLayer shall solely conduct the defense of any such claim or action and all negotiations for its settlement or compromise; provided, however, that (i) no settlement or compromise affecting the financial or legal obligations of Customer shall be entered into or agreed to without Customer’s prior approval unless such settlement contains an unconditional release by the claimant or the plaintiff of Customer, its officers, directors, employees, representatives, and agents from all liability in respect of such claim or action and (ii) Customer has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests. UnitedLayer shall have no liability for any damage to Customer’s personal property or Equipment.
- 8.3. **DISCLAIMER.** UNITEDLAYER WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR MULTIPLE DAMAGES, EVEN IF UNITEDLAYER WAS ADVISED IN ADVANCE OF THE POSSIBILITY OF SUCH DAMAGES.

9. General.

- 9.1. **Assignment.** Customer may not assign, transfer or convey the Agreement, or any rights or obligations thereunder, by merger, share exchange, asset sale, reorganization, operation of law or otherwise, to any other party without UnitedLayer’s prior written consent which consent shall not be unreasonably withheld provided that (i) the proposed assignee assumes all of the Customer’s obligations under the Agreement, (ii) Customer is in compliance with all of the terms, covenants and conditions of the Agreement, and (iii) the Tangible Net Worth of the proposed assignee is not less than the Tangible Net Worth of Customer as of the date of the assignment. The term “Tangible Net Worth” means the excess of total assets over total liabilities (in each case, determined in accordance with GAAP) excluding from the determination of total assets all assets which would be classified as intangible assets under GAAP, including, without limitation, goodwill, licenses, patents, trademarks, trade names, copyrights, and franchises. Any assignment of the Agreement without the consent of UnitedLayer shall be void ab initio. The Agreement shall be binding upon, and enforceable by, and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns. In the event that UnitedLayer assigns its interest in the Agreement, UnitedLayer shall be released from any liability arising thereafter based upon any of the terms, covenants or conditions, express or implied, which are contained in the Agreement. In such event, Customer agrees to look solely to UnitedLayer's successor in interest for any liability under the Agreement after such assignment. Customer agrees to attorn in writing to UnitedLayer's successor in interest if requested to do so.

- 9.2. **Relationship; No Third-Party Beneficiaries.** Each Party is an independent contractor and each Party's personnel are not employees or agents of the other Party for federal, state or other tax purposes or any other purposes whatsoever. Personnel of one Party have no authority to make representations, commitments, bind or enter into contracts on behalf of or otherwise obligate the other Party in any manner whatsoever. Nothing in the Agreement shall be construed or deemed to constitute, create, give effect to or otherwise recognize a joint venture, partnership, business entity of any kind, or constitute one Party an agent of the other Party. There are no third-party beneficiaries, actual or intended, under the Agreement.
- 9.3. **Notices.** Unless otherwise specifically provided herein, all notices required under the Agreement shall be in writing and (unless otherwise provided herein) shall be delivered via personal delivery, facsimile, overnight mail by a nationally recognized overnight service, by U.S. Mail, postage prepaid, to UnitedLayer at: 200 Paul Avenue, Suite 110, San Francisco, California 94124, or to Customer at the address set forth on the signature page of the most recent Service Order Form, unless, by notice, a Party changes or supplements the addressee and addresses for giving notice. Notice shall be deemed given on the date it is received if hand delivered or sent by electronic transmission. Any notice sent by registered or certified mail, return receipt requested, shall be deemed given on the date of delivery shown on the receipt card, or if no delivery date is shown, the postmark thereon. If sent by regular mail the notice shall be deemed given 72 hours after the same is addressed as required herein and mailed with postage prepaid. Notices delivered by United States Express Mail or nationally recognized overnight courier shall be deemed given one business day after delivery of the same to the Postal Service or courier.
- 9.4. **Publicity; Press Releases.** Neither Party shall be entitled to use the name, service or trademarks, logos or otherwise identify or refer to the other Party in any press releases, publicity, marketing or promotional material without the prior, express approval of such other Party in each instance. Customer authorizes UnitedLayer to use customer's name, logos and trademarks in publicity, marketing or promotional material and to release Customer's name to other UnitedLayer potential and current customers.
- 9.5. **Dispute Resolution, Choice of Law and Jury Waiver.** Each Party agrees that they shall attempt to resolve any dispute arising from the Agreement prior to bringing an action in court. Each Party will designate at least one company employee, capable of negotiating an agreement on behalf of that Party, within three weeks of receipt of written notification of a dispute and those employees will meet at least once in an attempt to resolve the dispute. If no agreement can be reached, both parties agree to meet again within a four-week period after the initial meeting to negotiate in good faith to resolve the dispute. Thereafter, either party may commence a court action. The Agreement and all disputes, claims, actions, suits or other proceedings arising hereunder shall be governed by, and construed in accordance with, the substantive law of the State of California applicable to contracts wholly made and to be performed within the State of California without regard to conflict of laws principles. Each Party irrevocably submits to the sole and exclusive jurisdiction of the courts of the State of California and the Federal courts of the Northern or Southern District of California, situated in the County of San Francisco or County of Los Angeles. Each Party irrevocably consents to the exercise of personal jurisdiction over each of the Parties by such courts and waives any right to plead, claim or allege that California is an inconvenient forum. In order to limit the cost of resolving any disputes between the parties, and as a material inducement to each party to enter into the Agreement, to the fullest extent permitted by law, UnitedLayer and Customer each expressly waives its right to trial by jury in any trial held as a result of a claim arising out of, in connection with, or in any manner related to the Agreement in which UnitedLayer and Customer are adverse parties, including cross-complaints by one against the other.
- 9.6. **Limitation of Actions.** No action, regardless of form, arising out of or relating to the Agreement may be brought by the Customer more than twelve (12) months from the date on which the cause of action accrues. The parties agree that this section, as to the Customer only, supplants and replaces any and all periods of limitation otherwise provided by law. All periods of limitation otherwise applicable to actions by UnitedLayer remain as provided by law.
- 9.7 **Limitation of Liability.** IN THE EVENT THAT UNITEDLAYER SHALL FAIL TO PERFORM OR FAIL TO HONOR OR PERFORM ANY OBLIGATION OR COVENANT TO BE PERFORMED UNDER THESE TERMS AND CONDITIONS, (INCLUDING, WITHOUT LIMITATION, ANY INDEMNITIES

GIVEN BY UNITEDLAYER), UNITEDLAYER’S AGGREGATE LIABILITY UNDER THIS AGREEMENT, SHALL NOT EXCEED THE TOTAL OF ONE MONTH’S MRC UNDER ALL THEN EFFECTIVE SERVICE ORDER FORMS. CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR A SERVICE OUTAGE (AS DEFINED IN THE SERVICE LEVEL AGREEMENT) SHALL BE THE CREDIT PROVIDED IN THE SERVICE LEVEL AGREEMENT. UNITEDLAYER SHALL NOT BE LIABLE FOR ANY OTHER TYPE OF DOWNTIME OR CONNECTIVITY FAILURE OR SERVICE INTERRUPTION. UNITEDLAYER SHALL NOT IN ANY CASE BE LIABLE FOR ANY OF THE FOLLOWING: (1) THE USE OR CONTENT OF INFORMATION PASSING OVER ITS NETWORK; (2) UNAUTHORIZED ACCESS OR DAMAGE TO, ALTERATION, THEFT, DESTRUCTION OR LOSS OF, CUSTOMER’S RECORDS, INFORMATION, FILES OR DATA; (3) ECONOMIC, INDIRECT, SPECIAL INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS AND SAVINGS AND ADDITIONAL COSTS, EXPENDITURES OR INVESTMENTS INCURRED IN CONNECTION WITH CUSTOMER’S BUSINESS OR OTHERWISE), EVEN IF UNITEDLAYER IS INFORMED OF THE POSSIBILITY THEREOF; (4) DAMAGES CAUSED BY CUSTOMER; (5) CLAIMS AGAINST CUSTOMER BY ANY OTHER PARTY FOR ANY REASON; OR (6) ANY ACT OR OMISSION OF A THIRD PARTY FURNISHING SERVICES AND/OR PRODUCTS, OR (7) THE INSTALLATION AND /OR REMOVAL OF ANY AND ALL CUSTOMER EQUIPMENT OR SUPPLIES.

UNITEDLAYER SHALL NOT BE LIABLE FOR ANY FAILURE OR DELAY IN PERFORMANCE UNDER THESE TERMS AND CONDITIONS, INCLUDING THE ATTACHED SERVICE LEVEL AGREEMENT AND IN ANY SERVICE ORDER FORM TO THE EXTENT CAUSED BY CAUSES BEYOND ITS REASONABLE CONTROL, INCLUDING, WITHOUT LIMITATION: EARTHQUAKES, WEATHER OR NATURAL DISASTERS, FIRE, FLOOD, STORM, COSMIC STORM, SOLAR WIND, LIGHTING, OR OTHER ACTS OF NATURE, DAMAGE TO FACILITIES, SHORTAGES OF MATERIALS OR TRANSPORTATION, ELECTRICAL BLACKOUTS OR BROWNOUTS, EXPLOSIONS, LABOR DISPUTES, THE FAILURE OF ANY UTILITY PROVIDER TO DELIVER ELECTRICITY OR WATER TO THE FACILITY IN THE QUALITY AND QUANTITY NORMALLY DELIVERED BY SUCH UTILITY, EXCESSIVE VOLTAGE OR AMPERAGE SAGS ON UTILITY POWER FEEDS, THE FAILURE OF CUSTOMER’S EQUIPMENT, WAR, INVASION, ACT OF FOREIGN ENEMIES, HOSTILITIES (WHETHER WAR IS DECLARED OR NOT), CIVIL WAR, REBELLION, REVOLUTION, INSURRECTION, MILITARY OR USURPED POWER OR CONFISCATION, TERRORIST ACTIVITIES, VANDALISM OR OTHER CRIMINAL ACT, NATIONALIZATION, GOVERNMENT SANCTION, EMINENT DOMAIN, BLOCKAGE, OR EMBARGO, OR THE CONDUCT OF THIRD PARTIES (COLLECTIVELY “FORCE MAJEURE”).

CUSTOMER AND ITS EMPLOYEES, AGENTS AND REPRESENTATIVES ASSUME ALL RISK ARISING IN CONNECTION WITH CUSTOMER’S EQUIPMENT AND CUSTOMER’S USE OF THE FACILITY, INCLUDING, WITHOUT LIMITATION, FALLS, ELECTRIC SHOCKS AND OTHER PERSONAL INJURY, AND HEREBY RELEASES UNITEDLAYER AND ITS AGENTS, EMPLOYEES AND REPRESENTATIVES FROM ANY LIABILITY WHATSOEVER ARISING OUT OF ANY DAMAGE, LOSS OR INJURY TO PERSON AND/OR PROPERTY.

- 9.8. **No Other Warranty.** EXCEPT FOR ANY EXPRESS WARRANTIES SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. UNITEDLAYER DOES NOT MAKE ANY OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY, DURABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR TITLE OR NON-INFRINGEMENT AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OR TRADE PRACTICE. UNITEDLAYER EXERCISES NO CONTROL WHATSOEVER OVER THE CONTENT OF INFORMATION PASSING THROUGH ITS NETWORK OR OVER THE INTERNET.

- 9.9. **Data Privacy.** The Parties hereby agree that the terms and conditions of the Data Processing Agreement (Exhibit B), with respect to the import and/or export of Personal Data is fully incorporated into this Agreement by reference, as though included herein verbatim.
- 9.10. **Attorney Fees and Costs.** If either party commences a legal or administrative action against the other party to enforce the Agreement, the prevailing party in such litigation shall be entitled to collect from the party not prevailing its reasonable attorney fees and costs. In any instance in which Customer requests UnitedLayer’s consent hereunder, Customer shall pay, within ten (10) days after invoicing by UnitedLayer, all of UnitedLayer’s review, processing fees, and costs as well as any reasonable professional attorneys, accountants, engineers or other consultant’s fees incurred by UnitedLayer or the owner of the Facility relating to such request for consent.
- 9.11. **Counterparts and Interpretation.** The Agreement may be executed in any number of counterparts, electronically, via facsimile or in portable document format (PDF), all of which taken together shall constitute one single agreement between the Parties. Headings are for convenience only and are not to be considered in construing or interpreting the Agreement. The terms “include,” “includes,” and “including,” whether or not capitalized, mean “include, but are not limited to,” “includes, but is not limited to,” and “including, but not limited to,” respectively and are to be construed as inclusive, not exclusive.
- 9.12. **Amendment; Waiver; Severability.** No amendment, modification, waiver or discharge of any provision of the Agreement shall be valid unless made in writing and signed by an authorized representative of the Party against whom enforcement is sought. No failure or delay by either Party to exercise any right or enforce any obligation shall impair or be construed as a waiver or on-going waiver of that or any or other right or power, unless made in writing and signed by both Parties. If any provision of the Agreement is held to be illegal, invalid or unenforceable, the remaining provisions of the Agreement shall be unimpaired and remain in full force and effect. Notwithstanding the foregoing, the Rules and Regulations and the Acceptable Use Policy may be updated from time to time in writing and/or published on UnitedLayer’s website.
- 9.13. **Survival.** The provisions of Article 4, Article 5, Article 6, Article 8, Article 9 and Exhibit C hereof, shall survive the cancellation, expiration or termination of the Agreement.
- 9.14. **Entire Agreement.** All Service Order Forms preexisting the date hereof shall be governed by these Terms and Conditions. These Terms and Conditions, including the exhibits hereto which are incorporated herein, together with the Service Order Forms, constitute the entire agreement between the parties and supersede any prior or inconsistent agreements, negotiations, representations and promises, written or oral with respect to the subject matter hereof. In the event of a conflict between the Terms and Conditions and any Service Order Form, the terms of these Terms and Conditions shall prevail. Customer acknowledges, that it has read the Agreement, and agrees to be bound thereto and that these Terms and Conditions together with the exhibits, and the Service Order Forms supersede all previous communications, oral or in writing, relating to the subject matter hereof.

CUSTOMER:

Address:

Signature: _____

Name: _____

Title: _____

Date: _____

UNITEDLAYER CLOUD, LLC6001 W Parmer Ln, Ste 370 #650
Austin, TX 78727

Signature: _____

Name: _____

Title: _____

Date: _____

EXHIBIT A

Service Level Agreement

This Service Level Agreement (“SLA”) is issued in accordance with the Terms and Conditions (the “Terms and Conditions”) between UnitedLayer and Customer.

1. General.

1.1. In this SLA, the following terms have the following meanings ascribed to them below. Capitalized words not defined below shall have the meanings ascribed to them in the Terms and Conditions.

- a) **“CDR”** (Committed Data/Information Rate) means the data throughput rate selected by Customer in the Service Order Form and provided as part of Services.
- b) **“Customer Cause”** means any Service Outage caused directly or indirectly as a result of any act or omission of Customer or by any third party acting on Customer’s behalf including, without limitation, (i) failure to permit entry by UnitedLayer or make facilities or components available to UnitedLayer for testing or repair or otherwise to comply with UnitedLayer’s instructions and service requirements, (ii) defect in any Customer equipment which is not managed by UnitedLayer, (iii) improper configuration not performed by UnitedLayer; (iv) service interruptions requested by Customer, (v) Customer failure to act in a timely and/or proper manner when notified to do so by UnitedLayer, or (vi) transmission of data at a rate in excess of the CDR or the requested burstable port that the Customer is on.
- c) **“Customer’s Equipment”** means all Customer owned or operated equipment that is colocated at any of UnitedLayer’s Data Centers.
- d) **“Colocation Services”** means those Services set forth under any Service Order Form under which UnitedLayer provides space for Customer’s Equipment.
- e) **“Data Center Availability”** means all the time in any calendar month the Data Center is available to visit.
- f) **“Data Center Downtime”** means any interruption in the Data Center Availability.
- g) **“Defective Hardware”** means a defective hardware associated with a Device, including CPU, memory, and hard drives, but specifically excludes non-RAIDed servers.
- h) **“Device”** means any shared or dedicated server, cloud, storage, or network device, which is managed by UnitedLayer as provided in the Service Order Form.
- i) **“Device Availability”** means the ability to access any Device(s) via a remote access protocol normally available on the Device. Device Availability does not apply to any Device that does not have a primary and redundant Device configuration specified in the applicable Service Order Form.
- j) **“Device Downtime”** means the failure of Device Availability. Device Downtime will be deemed to occur for the period of the outage as reported through UnitedLayer’s trouble ticketing system.
- k) **“Device MRC”** means that portion of MRC for the applicable Device.
- l) **“Device Repair or Replacement”** has the meaning ascribed to it in Section 5.4 below.
- m) **“Environment”** means the recorded temperature within the Data Center limited to the cold aisle temperature or the ambient temperature at the intake of the Customer’s Equipment. The average temperature of the cold aisle in the Data Center is to be maintained at 72 - 78 degrees Fahrenheit (+/- 6 degrees). Temperature may be measured at cold aisle points in the Data Center of UnitedLayer’s choosing. Environment does not apply with respect to the hot aisle(s) ambient temperature in the Data Center.

- n) **“Environment Downtime”** means failure to maintain the Environment.
 - o) **“IP Transit/Transport Services”** means wholesale internet bandwidth, voluntary interconnection of administratively separate internet networks for the purpose of exchanging traffic between networks (peering services); and/or private links that enable point to point transfer of raw data (layer 2 services) all as set forth in any Service Order Form.
 - p) **“IP MRC”** means that portion of MRC applicable to IP Transit/Transport Services.
 - q) **“Managed Services”** means the delivery, maintenance, and management of shared or dedicated infrastructure used to provide cloud, disaster recovery, storage, backup, network, hosting, and maintenance of equipment, communications, network infrastructure and devices as set forth in any Service Order Form.
 - r) **“MRC”** has the meaning ascribed to it in the Terms and Conditions.
 - s) **“Network”** means the physical connection between the equipment provided by Customer and either (i) the Internet or (ii) private networks maintained and operated by Customer or Customer’s agents.
 - t) **“Network Availability”** means all the time in any calendar month that the Network is available.
 - u) **“Network Downtime”** means any interruption of Network Availability. Network Downtime will be deemed to commence and end as reported on UnitedLayer’s monitoring system.
 - v) **“RAIDed”** means a storage configuration for a server that has redundant disks using RAID levels other than 0.
 - w) **“Power”** means the physical electricity delivered to the Customer within the Data Center.
 - x) **“Power Downtime”** means any interruption to the Power delivered to the Customer. Power Downtime will be deemed to commence and end as reported on UnitedLayer’s electrical monitoring system.
 - y) **“Power MRC”** means that portion of MRC allocated to Power.
 - z) **“Scheduled Downtime”** means times scheduled by UnitedLayer in advance for periodic maintenance and/or upgrade work during which a Service Outage is planned as an unavoidable requirement to affect the maintenance or upgrade. Except in the case of an emergency, UnitedLayer will endeavor to provide Customer with 48 hours’ notice of Scheduled Downtime. Outage times will be quoted in Pacific Time to prevent mistakes being made over the various time zones. UnitedLayer will consider Customer’s requirements in terms of outage times; however, depending on the circumstances this may not always be possible or practical and the scheduling of outage times will be at UnitedLayer’s sole discretion.
 - aa) **“Scheduled Maintenance”** means periodic maintenance or upgrade work on UnitedLayer’s network or its equipment, planned to be performed during a network maintenance window, during which no Service Outages are anticipated. UnitedLayer will endeavor to limit Service Outages resulting from Scheduled Maintenance.
 - bb) **“Service Outage”** means any Data Center Downtime, Power Downtime, Environment Downtime, Network Downtime or Device Downtime.
 - cc) **“Space”** means that area of the Data Center which is allocated to Customer for Customer’s equipment for colocation services.
 - dd) **“Space MRC”** means the portion of MRC allocated to Space.
- 1.2. This SLA only applies to the Services to the extent that they are provided by means of systems and equipment that are either owned or operated by or on behalf of UnitedLayer. UnitedLayer shall have no liability for the failure of any other systems or services, including but not limited to application systems.

- 1.3. In no event shall UnitedLayer have any liability under this SLA, the Terms and Conditions or any Service Order Form to the extent its failure to meet any of its obligations under this SLA is caused by a Force Majeure event, the performance of Scheduled Maintenance, Scheduled Downtime or Customer Cause. All credits are subject to Customer meeting each of the requirements of Section 6 below.

2. General.

- 2.1. UnitedLayer will provide customers with the services (the “Services”) described in each signed Service Order Form. Such Services may include Managed Services, IP Transit/Transport Services, Cloud, Storage, Disaster Recovery Services and/or Colocation Services.
- 2.2. UnitedLayer will provide the service levels set forth below. If UnitedLayer fails to meet those service levels, Customer’s sole remedy is as provided for under this SLA.

3. Service Levels For Colocation Services.

3.1. Service Level for Data Center Availability.

- a) UnitedLayer endeavors to provide Data Center Availability 100% of the time.
- b) If there is Data Center Downtime in any calendar month, Customers will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month’s invoice for Space MRC for each hour or partial hour that Data Center Downtime exists.

3.2. Service Level for Scheduled Downtime.

- a) UnitedLayer endeavors to limit Scheduled Downtime to 12 times in any calendar year.
- b) If Scheduled Downtime exceeds 12 times in any calendar year, Customers will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month’s invoice for Space MRC for each hour or partial hour that Scheduled Downtime is exceeded.

3.3. Service Level for Power Availability.

- a) UnitedLayer endeavors to provide Power 100% of the time.
- b) If there is Power Downtime in any calendar month and Customer has a primary and redundant circuit configuration, Customer will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month’s invoice for Power MRC and Space MRC for each hour or partial hour that Power Downtime exists. If Customer does not have a primary and redundant circuit configuration, Customer shall not be entitled to any Credit and/or other compensation for any Power Downtime under this SLA with respect to such Services.

3.4. Service Level for Environment Downtime.

- a) UnitedLayer endeavors to maintain the Environment at the Data Center 100% of the time.
- b) If there is Environment Downtime in any calendar month, customers will be entitled to request a credit of one three hundred sixtieth (1/360) of that month’s invoice for Space MRC for each hour or partial hour that Environment Downtime exists.

4. Service Levels For IP Transit/Transport Services.

4.1. Service Level for Scheduled Downtime.

- a) UnitedLayer endeavors to limit Scheduled Downtime to 12 times in any calendar year.
- b) If Scheduled Downtime exceeds 12 times in any calendar year, Customers will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month's invoice for IP MRC for each hour or partial hour that Scheduled Downtime is exceeded.

4.2. Service Level for Network Availability.

- a) UnitedLayer endeavors to provide overall Network Availability 99.99% of the time.
- b) If any incident of Network Downtime in the aggregate in any calendar month exceeds four minutes, Customer will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month's invoice for IP MRC for each hour or partial hour that Network Downtime was exceeded.

5. Service Levels For Managed Services.**5.1. Service Level for Scheduled Downtime.**

- a) UnitedLayer endeavors to limit Scheduled Downtime to 12 times in any calendar year.
- b) If Scheduled Downtime exceeds 12 times in any calendar year, Customers will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month's invoice for IP MRC for each hour or partial hour that Scheduled Downtime is exceeded.

5.2. Service Level for Network Availability.

- a) UnitedLayer endeavors to provide overall Network Availability 99.99% of the time.
- b) If any incident of Network Downtime in the aggregate in any calendar month exceeds four minutes, Customer will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month's invoice for IP MRC for each hour or partial hour that Network Downtime was exceeded.

5.3. Service Level for Device Availability.

- a) UnitedLayer endeavors to provide Device Availability 99.99% of the time.
- b) If Device Downtime in the aggregate in any calendar month exceeds four minutes for reasons other than Defective Hardware, Customer will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month's invoice for Device MRC (for the specific Device that experienced Device Downtime) for each hour or partial hour that Device Downtime exists. If Customer does not have a primary and redundant Device configuration, Customer shall not be entitled to any Credit and/or other compensation for any Device Downtime under this SLA with respect to such Services.
- c) If Device Downtime occurs as a result of Defective Hardware and UnitedLayer does not restore availability to the applicable Device or a comparable Device within two (2) hours of notification of failure as reported through UnitedLayer's ticketing system, provided that delay was not caused in whole or in part by Customer, Customer will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month's invoice for Device MRC (for the specific Device that experienced Device Downtime) for each hour or partial hour of Device Downtime in excess of two (2) hours. If Customer does not have a primary and redundant Device configuration, Customer shall not be entitled to any Credit and/or other compensation for any Device Downtime under this SLA with respect to such Services.

5.4. Service Level for Device Repairs and Replacement.

- a) UnitedLayer endeavors to repair or replace defective Devices within 72 hours (“Device Repair or Replacement”).
- b) If UnitedLayer does not replace or repair a defective Device within 72 hours of the time that UnitedLayer determines the Device to be defective, provided that any delay was not caused in whole or in part by Customer, Customer will be entitled to request a credit equal to one three hundred sixtieth (1/360) of that month’s invoice for Device MRC (for the specific Device that required repair or replacement) for each hour in excess of 72 hours that UnitedLayer takes to repair or replace the Device. This Service Level is not in addition to Device Downtime and shall not apply for any time when there is Device Downtime. If Customer does not have a primary and redundant Device configuration, Customer shall not be entitled to any Credit and/or other compensation for any Device Downtime under this SLA with respect to such Services.

5.5 Customer hereby acknowledges that UnitedLayer’s ability to provide Device Service and technical support to Customer is contingent upon UnitedLayer’s ability to manage, monitor and/or connect UnitedLayer’s network to such Device. As determined solely by UnitedLayer, in the event that Customer impairs UnitedLayer’s ability to manage, monitor and/or connect UnitedLayer’s Network to any Device through, but not limited to, the installation of software (including, but not limited to, firewall software or load balancing software), or through the configuration of such services, then UnitedLayer shall have no obligation to provide the Services in this SLA and the Service Order Form and Customer shall not be entitled to any Credit and/or other compensation under this SLA with respect to such Services.

6. Additional Conditions for all Service Levels.

- 6.1. Credits and/or other compensation under this SLA shall be payable only if all the following conditions have been met:
 - a) Customer was not, at the time of the Service Outage and at the time such credit is to be made, in breach of any of the terms and conditions of the Terms and Conditions, including this SLA.
 - b) Customer has submitted to UnitedLayer within seven calendar days of the Service Outage a claim in writing to UnitedLayer at billing@unitedlayer.com identifying the circumstances in which Customer claims that the credit and/or compensation arose and marked in the subject line “claim for services credit”. Customer’s failure to notify UnitedLayer within the period stated above shall result in Customer’s waiver of its right to receive any such credit and/or other compensation.
 - c) UnitedLayer has agreed in writing, acting reasonably and without undue delay, to issue such credit and/or other compensation in connection with such claim.
 - d) Customer has not on more than two (2) occasions in the twelve (12) month period preceding the Service Outage for which a claim is being made, been more than ten (10) days delinquent in its payment obligations under any Service Order Form.
 - e) Customer is not in violation of the Rules and Regulations or, if applicable, the ANSI/NFPA/NEC 70 power standard codes.
 - f) Customer was not, at the time of the Service Outage and at the time such credit is to be made, if applicable, in violation of cold aisle/hot aisle design methods and best practices, including cabinet level air flow design and management set forth by UnitedLayer; and
 - g) The Service Outage was not caused directly or indirectly, in whole or in part, by Scheduled Maintenance, Scheduled Downtime, Customer Cause or a Force Majeure.

- 6.2. The maximum monthly credit and/or compensation available under this SLA is limited to an amount not greater than one month's MRC for the applicable Service. **The credits set forth in this SLA shall be Customer's sole and exclusive remedy for any Service Outage or any failure by UnitedLayer to meet its services requirements under the Terms and Condition, including this SLA, and the Service Order Form.**

- 6.3. The aggregate of all credits in any month under this Service Level Agreement will be applied towards the invoice which Customer receives two months following the month in which the service level was exceeded. UnitedLayer reserves the right to amend the SLA from time to time. Changes to this SLA shall be effective when the same have been posted to UnitedLayer's website.

SCHEDULE 1 TO EXHIBIT A

SUPPORT SERVICES

Severity	Type of Issue	Initial Response SLA	Response Target (Updates)	Method of Contact (Recommended)
Disaster (P1)	UnitedLayer Cloud Platform issues are categorized as Disaster(P1) if any of the below functionality/modules are impacted. <ul style="list-style-type: none"> • Portal Accessibility & user Sessions • Remote Access • Alert Management • Ticket Management 	15 minutes	Updates every 1 hour until resolution	Phone Only
Critical (P2)	Regression issues identified by UnitedLayer will be categorized as “P2”	2 hours	1 day for non-development items issue fixes. Any development effort will be prioritized for the next minor release.	Portal/Email
High (P3)	Any Bugs identified in the UnitedLayer Cloud Platform will be categorized as “P3”	1 Day	Every Business Day updates will be shared. Will be prioritized for next major release after validation.	Portal/Email
Low (P4)	Any issue which is not causing major impact will be considered as minor issue	1 Day	Every Two Business Day updates will be shared.	Portal/Email

EXHIBIT B

DATA PROCESSING AGREEMENT

This Data Processing Agreement (this “DPA”) is in addition to the Terms and Conditions (the “Agreement”) entered into by and between the Customer named in the UnitedLayer Service Order Form (“You”, “Your”, “Organization”, “Partner”, or “Data Controller”) and **UNITEDLAYER CLOUD, LLC.**, a Nevada limited liability company with offices at 6001 W Parmer Lane, Ste 370 #650, Austin, TX 78727, and its affiliates (“UnitedLayer”, “Us”, “We”, “Our”, “Service Provider” or “Data Processor”) (each a “party” and collectively the “parties”), under which Customer obtains Services (“Services,” the “Service”) as per the Service Order Form from UnitedLayer. This DPA is specifically relevant when Customer is recognized as a Data Controller and UnitedLayer is acknowledged as a Data Processor or Sub-Processor, as the case maybe, as per the definitions provided below and in accordance with applicable laws and regulations, in the context of obtaining Services (referred to as "Services", "Service") from UnitedLayer.

WHEREAS, while delivering the Services as outlined in the Agreement, UnitedLayer may handle Personal Data on your behalf, acting as a "Data Processor." Both parties intend to establish the guidelines for handling Personal Data (as defined below) within the scope of the Services and agree to adhere to the following provisions concerning any Personal Data, with each party acting reasonably and in good faith.

Therefore, Customer and UnitedLayer agree as follows:

1. Definitions.

- (a) "Affiliate" refers to any entity that has direct or indirect control over, is controlled by, or shares control with the subject entity. In this context, "control" means having direct or indirect ownership or control of more than 50% of the subject entity's voting interests.
- (b) An "Authorized Affiliate" is one of the Partner's Affiliates that is subject to the Data Protection Laws and Regulations of certain regions (European Union, European Economic Area, member states, Switzerland, and the United Kingdom). These Authorized Affiliates are allowed to use the Services as per the Agreement between Partner and UnitedLayer, but they haven't signed a separate agreement with UnitedLayer and are not considered a "Partner" as defined in the Agreement.
- (c) "Controller" or "Data Controller" is the entity that decides the purposes and methods of processing Personal Data. In the context of this Data Processing Agreement (DPA), the term "Data Controller" includes you, the Customer, the Organization, and the Organization's Authorized Affiliates, unless indicated otherwise. For the avoidance of doubt, “Controller” also includes “Business,” as defined by the applicable US Privacy Laws.
- (d) “Customer Audit” means a review of the security of the Services conducted by Customer at its expense.
- (e) “Customer Instructions” means the Customer’s instructions to UnitedLayer as its Processor as documented in the Agreement, together with the Customer’s lawful and proper use of the Services.
- (f) “Customer Personal Data” means Personal Data Processed by UnitedLayer for Customer in relation to the Services.
- (g) "Data Protection Laws and Regulations" or “Applicable Data Protection Law” encompass all the laws and regulations applicable to the processing of Personal Data under the Agreement, including but not limited to the laws and regulations of the European Union, the European Economic Area, their Member States, Switzerland, and the United Kingdom.
- (h) A "Data Subject" is a person who can be identified or has been identified as the individual to whom the Personal Data relates.

- (i) “End-user” means Customer’s own customers or affiliates whose Personal Data is Processed by UnitedLayer through the provision to or use by Customer of the Services.
- (j) “EEA Personal Data” means Customer Personal Data to which the EU GDPR was applicable prior to its Processing by UnitedLayer.
- (k) "GDPR" stands for the General Data Protection Regulation, which is the Regulation (EU) 2016/679 of the European Parliament and the Council of 27 April 2016. It concerns the protection of natural persons regarding the processing of personal data and the free movement of such data, while also repealing Directive 95/46/EC.
- (l) A "Member State" refers to a country that is part of the European Union and/or the European Economic Area (EEA). The term "Union" denotes the European Union itself.
- (m) "EU Restricted Transfer" means a transfer of Personal Data by Customer or any Customer Affiliate to UnitedLayer or any UnitedLayer Affiliate (or any onward transfer), in each case, where such transfer would be prohibited by EU Data Protection Legislation in the absence of the protection for the transferred Personal Data provided by the EU Standard Contractual Clauses;
- (n) "EU Standard Contractual Clauses" means the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as amended or replaced from time to time by a competent authority under the relevant Data Protection Laws;
- (o) "Personal Data" refers to any information related to an identified or identifiable individual. An identifiable individual is someone who can be directly or indirectly recognized, especially through a name, an ID number, location data, an online identifier, or specific factors related to their physical, physiological, genetic, mental, economic, cultural, or social identity.
- (p) “Prescribed Region” means a country, territory or jurisdiction to which Customer Personal Data may be lawfully transferred without Transfer Protections, including: (i) for EEA Personal Data, any EEA member state and any region in respect of which a valid adequacy decision has been issued by the European Commission; (ii) for Swiss Personal Data, Switzerland or any region which is recognized as adequate under the Swiss DP Law; and (iii) for UK Personal Data, the UK or any region which is recognized as adequate under the UK GDPR.
- (q) "Processing" encompasses any action or series of actions carried out on Personal Data, whether manually or automatically. This includes tasks like collecting, recording, organizing, structuring, storing, modifying, retrieving, using, disclosing via transmission, sharing, aligning, combining, limiting, deleting, or destroying.
- (r) "Processor" or "Data Processor" signifies the entity that processes Personal Data (in this case UnitedLayer), on behalf of the Controller. For the avoidance of doubt, “Processor” shall also include “Service Provider,” as the term is defined by the applicable US Privacy Laws.
- (s) "Security Documentation" denotes the specific documentation related to security that pertains to the Services acquired by the Customer or provided by UnitedLayer.
- (t) “Security Incident” means a breach of UnitedLayer’s security leading to the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or unauthorized access to Customer Personal Data.
- (u) “Sell” and “Share” shall have the meanings given to the term under the CCPA and US Privacy Laws.
- (v) “Standard Contractual Clauses” means: (i) the European Commission standard contractual clauses adopted under, and set out in the Annex of, Commission Implementing Decision (EU) 2021/914 of 4 June 2021 (“Approved EU SCCs”); and (ii) in respect of UK Personal Data, the UK International Data Transfer Addendum.

- (w) "Sub-processor" includes any Processor engaged by UnitedLayer and/or UnitedLayer themselves.
- (x) "Supervisory Authority" refers to an independent public entity established by an EU Member State in accordance with the GDPR.
- (y) "Swiss DP Law" means the data protection laws of Switzerland, including the Swiss Federal Act on Data Protection of 19 June 1992 (FADP), as amended superseded, or replaced, including by the revised version of the Federal Act on Data Protection of 25 September 2020.
- (z) "Swiss Personal Data" means Customer Personal Data to which the Swiss DP Law was applicable prior to its Processing by UnitedLayer.
- (aa) "Third Party Audit Report" means a report resulting from UnitedLayer engaging qualified third-party auditors to perform examinations and provide reports of its systems and services in accordance with SOC1 and SOC2 SSAE 18 and /or equivalent industry standards.
- (bb) "Transfer Protections" means transfer protection measures required to enable a transfer to be made in compliance with Applicable Data Protection Law, including (as applicable) the recipient having: (i) achieved Binding Corporate Rules (as defined in Applicable Data Protection Law) authorization in accordance with Applicable Data Protection Law; (ii) executed Standard Contractual Clauses adopted or approved by the European Commission, or recognized in the UK, as applicable; or (iii) in place an alternative mechanism that complies with Applicable Data Protection Law for the transfer of Customer Personal Data to the applicable region.
- (cc) "UK GDPR" means the EU GDPR as amended and incorporated into UK law under: (i) the UK European Union (Withdrawal) Act 2018; and (ii) the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 and the Data Protection Act 2018.
- (dd) "UK International Data Transfer Addendum" (or, when used in this DPA, the "Addendum") means the Approved Addendum (as defined in Part 2 of Schedule 4), incorporating the version of the Approved EU SCCs set out in table 2 of Schedule 4 to this DPA (to which, notwithstanding anything to the contrary in this DPA, the Addendum shall be deemed to be appended for the purposes of this DPA) and the Mandatory Clauses of the Addendum (as set out in Part 2 of Schedule 4, and terms used in Schedule 4 to this DPA and not defined in this DPA shall have the meanings set out in the Mandatory Clauses).
- (ee) "UK Personal Data" means Customer Personal Data to which the UK GDPR was applicable prior to its Processing by UnitedLayer.
- (ff) "US Privacy Laws" means any applicable US Privacy law, including without limitation, the California Consumer Privacy Act, as amended by the California Privacy Rights Act, Cal. Civ. 1798.100 et seq. (collectively, "CCPA"); the Virginia Consumer Data Protection Act, Va. Code, 59.1-571 et seq. ("VCDPA"); the Colorado Privacy Act, Col. Rev. Stat. § 6-1-1301 et seq. ("ColPA"); the Utah Consumer Privacy Act S.B. 227, 2022 Gen. Assemb., Reg. Sess. (Utah 2022) ("UCPA"); and the Connecticut Data Privacy Act, S.B. 6, 2022 Gen. Assemb., Reg. Sess. (Conn. 2022) ("CTDPA"); which include the regulations promulgated pursuant thereto, each as amended or superseded. For the 3 of 11 avoidance of doubt, "US Privacy Laws" excludes the Health Insurance Portability and Accountability Act of 1996 ("HIPAA").

2. Applicability.

The DPA applies solely in respect of the provision of Services by UnitedLayer to Customer, where such Service provision involves the Processing of Customer Personal Data subject to Applicable Data Protection Law.

3. Processing of Personal Data.

3.1 **Roles of the Parties.** The involved parties recognize and consent to the following regarding the handling of Personal Data: (i) Customer assumes the role of Data Controller, (ii) UnitedLayer takes on the responsibilities of a Data Processor, and (iii) UnitedLayer or its affiliated entities may enlist Sub-processors in accordance with the provisions outlined in Section 6 titled "Sub-processors" below. However, where Customer may be a Processor, it appoints UnitedLayer as Customer's Sub-processor.

3.2 **Processing of Personal Data by Customer.** In the course of using the Services, Customer is required to handle Personal Data in full compliance with the regulations and laws related to data protection. This entails adhering to the responsibilities that apply to data controllers. To be clear, Customer warrants and represents that, Customer's instructions for processing Personal Data adhere to Data Protection Laws and Regulations. The Customer Instructions constitute Customer's complete and final documented instructions regarding UnitedLayer's Processing of Customer Personal Data. Additional instructions outside the original scope of the Customer Instructions require prior written agreement between the parties, including any additional fees payable by Customer to UnitedLayer for carrying out such instructions. It is Customer's sole responsibility to determine how they obtained the Personal Data. Customer is expected to meet all transparency-related obligations, including the display of relevant privacy notices or policies, and must have all necessary legal bases to collect, process, and transfer Personal Data to UnitedLayer. This authorization allows UnitedLayer to process the Personal Data as outlined in this Data Processing Agreement (DPA). Customer is also obligated to defend, protect, and indemnify UnitedLayer, its Affiliates, and subsidiaries, which includes their directors, officers, agents, subcontractors, and employees, from any form of liability stemming from a breach, violation, or infringement of Data Protection Laws and Regulations, this DPA, or the specified section by Customer and their authorized users.

3.3 Processing of Personal Data by UnitedLayer.

3.3.1 Subject to the Agreement, UnitedLayer shall Process Personal Data in accordance with Customer's documented instructions for the following purposes: (i) Processing in line with the Agreement and this Data Processing Agreement (DPA) to provide the Services. (ii) Processing to enable Customer to use the Services. (iii) Processing in accordance with other reasonable documented instructions from Customer, provided they align with the Agreement. (iv) Processing as required by applicable Union or Member State law to which UnitedLayer is subject. UnitedLayer will notify Customer of the legal requirement before processing, unless such notification is prohibited by law on public interest grounds.

3.3.2 In cases where UnitedLayer cannot comply with Customer's request related to Personal Data processing, UnitedLayer will: (i) Inform Customer with relevant details of the issue, (ii) Temporarily cease processing the affected Personal Data (except for secure storage).

3.3.3 UnitedLayer will not be held liable for claims by third parties, including Data Subjects, resulting from UnitedLayer's actions or omissions, to the extent that they are a consequence of Customer's instructions. Without prejudice to Customer's obligations under section 3.2 and where required by Applicable Data Protection Law to which UnitedLayer is subject, UnitedLayer shall inform Customer if, in its reasonable opinion, a Customer Instruction infringes Applicable Data Protection Law and shall, without liability, be entitled to stop Processing Customer Personal Data in accordance with such infringing instruction. The parties acknowledge and agree that a failure or delay by UnitedLayer to identify that a Customer Instruction infringes Applicable Data Protection Law shall not cause UnitedLayer to be in breach of this DPA nor relieve Customer from its liability under the DPA.

3.3.4 If Customer provides UnitedLayer or its entities with instructions, suggestions, or feedback regarding the Services, any resulting intellectual property rights will belong exclusively to UnitedLayer. Customer relinquishes all rights and moral rights to such intellectual property in favor of UnitedLayer.

- 3.4 UnitedLayer's processing of Personal Data revolves around delivering the Services as outlined in the Agreement. The specific aspects, including the duration, nature, purpose, types of Personal Data processed, and categories of Data Subjects involved, are provided in Schedule 1 (Details of the Processing) within this Data Processing Agreement (DPA).
- 3.5 Processing under US Privacy Laws. With respect to Customer Personal Data governed by US Privacy Laws:
- A. UnitedLayer shall not Sell or Share Customer Personal Data. Notwithstanding anything in the Agreement (including this DPA) to the contrary, Customer acknowledges and agrees that Customer's provision of access to Customer Personal Data is not part of and explicitly excluded from the exchange of consideration, or any other thing of value, between the parties;
 - B. Except as permitted by the Agreement (including to perform the Services), otherwise required by law (including cooperating with law enforcement agencies where UnitedLayer reasonably and in good faith believes conduct or activity may violate applicable law), or upon the prior consent of Customer, UnitedLayer: (i) shall use Customer Personal Data only for the purpose of fulfilling its duties under the Agreement; and (ii) will not retain, use, share or disclose Customer Personal Data to any third parties, or use Customer Personal Data for purposes outside of the direct business relationship between UnitedLayer and Customer or for any commercial purpose;
 - C. UnitedLayer shall not combine the Customer Personal Data which UnitedLayer receives from or on behalf of Customer, with Personal Data which UnitedLayer receives from or on behalf of another person or persons, or collects from UnitedLayer's own interaction with the Data Subject; provided that UnitedLayer may combine Customer Personal Data to perform any business purpose permitted by US Privacy Laws (including without limitation to the extent necessary to detect data security incidents, or protect against fraudulent or illegal activity); and
 - D. UnitedLayer shall comply with the applicable sections of US Privacy Laws. Customer agrees that UnitedLayer shall meet its obligation to provide at least the same level of privacy protection to Customer's account-related Personal Data that it would apply to equivalent Personal Data processed by UnitedLayer in its own corporate IT systems by implementing the measures set out in section 5. UnitedLayer shall notify Customer after UnitedLayer makes any determination that UnitedLayer cannot meet its obligations under the US Privacy Laws or UnitedLayer's use of Customer Personal Data is inconsistent with this DPA and such use cannot be reasonably cured; and in such circumstances Customer may stop Processing Customer Personal Data at any time by ceasing use of the Services.

4. Rights of Data Subjects.

Data Subject Request. UnitedLayer shall, to the extent legally permitted, promptly inform Customer when it receives a request from a Data Subject who wants to exercise their rights, such as accessing their data, correcting it, deleting it, restricting its use, transferring it, objecting to its processing, or avoiding automated decisions ("Data Subject Request"). Depending on the nature of the data processing, UnitedLayer will support Customer with the necessary technical and organizational measures to help Customer meet its obligations in responding to Data Subject Requests in accordance with Data Protection Laws and Regulations, to the extent possible. If Customer lacks the capability to handle a Data Subject Request while using UnitedLayer's services, UnitedLayer will make reasonable efforts, upon Customer's request, to assist in responding to the request, provided it is legally permissible and required by Data Protection Laws and Regulations. Any costs associated with UnitedLayer's assistance will be borne by Customer, to the extent allowed by law.

5. Confidentiality and Security.

- 5.1. **Security Program.** UnitedLayer will establish and maintain a reasonable information security program that complies with all relevant laws. This program will be designed to ensure the security and confidentiality of all Personal Data, considering factors like the current technology, implementation costs,

the nature of data processing, and potential risks to data subjects' rights and freedoms. Notwithstanding anything to the contrary in the Agreement, Customer remains the primary system and account administrator and is responsible for the integrity, security, maintenance and appropriate protection of Customer Personal Data including by: (i) selecting, purchasing, and properly configuring appropriate Services; (ii) implementing adequate controls to maintain appropriate security, protection and deletion of Customer Personal Data (which shall include end-to-end encryption in transit and at rest, and logical access measures); (iii) ensuring that UnitedLayer is not provided with any access to Customer Personal Data (including protected health information referred to in section 10 below), except as otherwise explicitly set out in the Agreement; and (iv) using data integrity controls to allow Customer to restore the availability of Customer Personal Data in a timely manner (which shall include routine backups and archiving of Customer Personal Data in an environment separate from the Customer Configuration). UnitedLayer makes available a number of security controls that Customer may elect to purchase as part of the Services. UnitedLayer will only back up data to the extent purchased by Customer as part of the Services, and stated on a Service Order.

- 5.2. **Security Measures.** UnitedLayer will implement appropriate and commercially reasonable safeguards, which may include administrative, physical, technical, and procedural measures, to protect Personal Data from security incidents. UnitedLayer will also ensure that Personal Data is accessible only to its personnel, agents, and Affiliates with a legitimate business need, who are bound by legally enforceable confidentiality obligations, trained in data protection policies and procedures, and processing the data according to Customer's instructions. Upon the Customer's request, UnitedLayer will assist Customer, at Customer's cost, in ensuring compliance with the obligations pursuant to Articles 32 to 36 of the GDPR taking into account the nature of the processing and the information available to UnitedLayer.
- 5.3. **Confidentiality of Processing.** UnitedLayer will require anyone authorized to process Personal Data, including its staff, agents, subcontractors, and Sub-processors, to adhere to a duty of confidentiality, whether through contractual or statutory obligations.

6. Authorization for Sub-processors.

- 6.1. **Selection of Sub-processors.** Customer acknowledges and agrees that (a) UnitedLayer's Affiliates may serve as Sub-processors, and (b) UnitedLayer and/or UnitedLayer's Affiliates may involve third-party Sub-processors when providing the Services.
- 6.2. **Disclosure of Sub-processors and Notification of New Sub-processors.**
 - 6.2.1 UnitedLayer will provide Customer with the current list of Sub-processors upon request via email. This Sub-processor list will include the identities and details of these Sub-processors and their respective locations ("Sub-processor List"). Customer hereby authorizes the Sub-processor List as of the execution of this Data Processing Agreement or the date of publication, as applicable. Any proposed changes to the Sub-processor List are considered authorized by Customer unless Customer submits a written objection related to GDPR within three (3) business days of the publication of the changes. In case of a reasonable objection to a new Sub-processor, and if the parties fail to resolve the matter in good faith within a reasonable timeframe (not less than ninety (90) days), Customer may, as its sole remedy, terminate the Services that require the objected-to new Sub-processor, provided that all outstanding amounts due for such Services under the Agreement for the affected Processing until the termination date will be paid to UnitedLayer. UnitedLayer may temporarily suspend the Processing of the affected Personal Data until a decision is reached on the new Sub-processor. Customer will not have any further claims against UnitedLayer concerning (i) prior use of approved Sub-processors before the objection date, or (ii) the termination of the Agreement and Data Processing Agreement in the scenario described in this paragraph. Customer's notice of termination under this section 6.2.1 shall be ineffective if UnitedLayer notifies Customer prior to termination that the proposed appointment or replacement shall not be effective as to Customer.

6.2.2 UnitedLayer will email Customer notifications of any new Sub-processors before authorizing them to Process Personal Data in connection with the provision of the Services.

6.3. **Agreements with Sub-processors.** UnitedLayer will adhere to the conditions outlined in Articles 28.2 and 28.4 of the GDPR when engaging another processor to Process Personal Data provided by Customer. If, in accordance with Articles 28.7 and 28.8 of the GDPR, the European Commission introduces standard contractual clauses mentioned in those Articles, the parties may amend this Data Processing Agreement in good faith to align with those standard contractual clauses.

7. Third-Party Certifications and Audits.

7.1 In response to Customer's written request made at reasonable intervals and in adherence to the confidentiality provisions specified in the Agreement and this Data Processing Agreement (DPA), UnitedLayer will provide Customer, as long as Customer is not a competitor of UnitedLayer (or Customer's independent third-party auditor, who is also not a competitor of UnitedLayer), with a copy of UnitedLayer's most recent third-party audits or certifications, where applicable. It is essential to note that these audits, certifications, and the related results, including documents reflecting the audit outcomes and certifications, should solely be used by Customer for evaluating compliance with this DPA and relevant Data Protection Laws and Regulations. They must not be utilized for any other purpose or disclosed to any third party without prior written consent from UnitedLayer. Furthermore, upon UnitedLayer's request, Customer is obliged to return all records or documentation provided by UnitedLayer concerning the audit and certification that are in Customer's possession or control.

7.2 UnitedLayer will facilitate and support audits, including inspections, conducted by the data controller or another auditor appointed by the data controller (who is not a direct or indirect competitor of UnitedLayer) at Customer's expense. The audit provisions in the Standard Contractual Clauses shall be subject to this section 7.2. Where a Customer Audit is required by Applicable Data Protection Law or the Standard Contractual Clauses, UnitedLayer agrees to permit Customer to perform a Customer Audit no more than once in any 12-month period for a maximum of three hours, and upon not less than 30 days' prior written notice from Customer. Customer Audits may only be conducted by Customer's internal or external auditors who have entered into a non-disclosure agreement with UnitedLayer. The parties must mutually agree on the scope of the review, prior to the date of the Customer Audit. The Customer Audit must avoid disrupting UnitedLayer operations and must be conducted strictly in accordance with UnitedLayer's security policies and procedures, and industry best practices. The parties must mutually agree on any findings or subsequent remediations. Customer Audits must be limited in scope to the security of that portion of the Customer Configuration processing Customer Personal Data within UnitedLayer operated data centers, which are not covered by the Third-Party Audit Reports or SOC reports. Customer Audits exclude data related to other customers and Third-Party Services.

8. Security Incident Response and Notification.

8.1 UnitedLayer is responsible for maintaining security incident management policies and procedures as outlined in the Security Documentation. If UnitedLayer becomes aware of any accidental or unlawful destruction, loss, alteration, unauthorized disclosure, or access to Personal Data (including Personal Data transmitted, stored, or processed by UnitedLayer or its Sub-processors), UnitedLayer must promptly inform the Customer. These incidents are referred to as "Personal Data Incidents." UnitedLayer will make reasonable efforts to determine the cause of such incidents and take appropriate steps to address and rectify the issue, to the extent that UnitedLayer has control over the remediation.

8.2 It's important to note that these obligations do not apply to incidents caused by the Customer or the Customer's users. In such cases, it is the Customer's responsibility to notify supervisory authorities and affected data subjects as required by Data Protection Laws and Regulations.

9. Retention and Destruction of Personal Data.

- 9.1. The Services provide Customer with controls that Customer may use to retrieve, correct or delete Customer Personal Data prior to expiry or termination of the Agreement. Unless specified in clause 9.2, UnitedLayer will not keep personal data for a longer period than necessary to achieve the intended purposes for which the data was processed according to this Agreement. UnitedLayer will also make reasonable efforts to return or permanently delete all personal data under its control or possession when it is no longer needed for the execution of its rights or responsibilities under this Agreement, or at the expiration or termination of this Agreement, unless required by Applicable Law or for defending legal claims, as directed by the Customer.
- 9.2. If UnitedLayer is mandated by Applicable Law to retain all or part of the personal data (referred to as "Retained Data"), it shall: a) Halt all processing of the Retained Data except as compelled by the Applicable Law; b) Maintain the confidentiality of such Retained Data in accordance with Section 5 (Confidentiality and Security); and c) Continue to adhere to the terms of this Agreement with regards to such Retained Data.

10. Authorized Affiliates.

- 10.1. **Contractual Relationship.** Both parties acknowledge that when the Customer signs the Data Processing Agreement (DPA), they are entering into the DPA on behalf of themselves and, when applicable, on behalf of their Authorized Affiliates. This establishes a separate DPA between UnitedLayer and each Authorized Affiliate, with each Authorized Affiliate agreeing to adhere to the obligations outlined in this DPA. All usage of the Services by Authorized Affiliates must conform to the terms and conditions of both the Agreement and this DPA. Any breach of these terms and conditions by an Authorized Affiliate will be considered a breach by the Customer. The Customer is responsible for managing all communication with UnitedLayer under the Agreement and this DPA. They are authorized to initiate and receive communications related to this DPA on behalf of their Authorized Affiliates.

11. Transfer of Data.

- 11.1. **Authority.** UnitedLayer shall not transfer any Customer Personal Data outside of a Prescribed Region unless it has taken steps to ensure Transfer Protections are in place. Subject to any such required Transfer Protections being in place, Customer agrees that Customer Personal Data may be transferred to and Processed in countries where UnitedLayer or its sub-processors maintain facilities or personnel (which may be outside of the country or other jurisdiction in which Customer has chosen to store Customer Personal Data), as necessary for UnitedLayer to fulfill its obligations under the Agreement.
- 11.2. **Transferring Personal Data to Countries with Sufficient Data Protection.** When it comes to transferring Personal Data from the European Union Member States, the three EEA member countries (Norway, Liechtenstein, and Iceland), and the United Kingdom (collectively referred to as "EEA") to countries that meet the required standards for data protection, as outlined in the adequacy decisions issued by the relevant data protection authorities of the EEA, the European Union, the Member States, or the European Commission ("Adequacy Decisions"), no additional safeguards are needed.
- 11.3. **Transfers to Non-Adequate Countries.**
- A. Where the UnitedLayer contracting entity is Processing EEA Personal Data and/or Swiss Personal Data and/or UK Personal Data outside of a Prescribed Region without alternative Transfer Protections, each party agrees to comply with the obligations set out in the Standard Contractual Clauses in respect of such Processing as though they were set out in full in this DPA with Customer acting as data exporter and the UnitedLayer contracting entity acting as data importer. Any third-party beneficiary rights set out in the Standard Contractual Clauses shall be solely applicable to the Standard Contractual Clauses. For the avoidance of doubt, the Standard Contractual Clauses are subject to the rights, obligations, limitations, and exclusions of liability under the Agreement, to the

extent permitted by law. If there is a conflict between the body of this DPA and the Standard Contractual Clauses, the Standard Contractual Clauses will prevail solely with respect to Processing of EEA Personal Data and/or Swiss Personal Data and/or UK Personal Data (as applicable).

- B. The Standard Contractual Clauses shall not apply as between the UnitedLayer contracting entity and Customer in relation to the transfer by Customer of EEA Personal Data and/or Swiss Personal Data and/or UK Personal Data to UnitedLayer where the UnitedLayer contracting entity is located in a Prescribed Region (even where the UnitedLayer contracting entity subsequently transfers EEA Personal Data and/or Swiss Personal Data and/or UK Personal Data to an Affiliate outside of a Prescribed Region).
- C. In respect of Processing by the UnitedLayer contracting entity of UK Personal Data and/or Swiss Personal Data, the Standard Contractual Clauses shall not be interpreted in a way that conflicts with rights provided to Data Subjects under the UK GDPR or Swiss DP Law; and where the country in which Customer is established (or from where the EEA Personal Data, Swiss Personal Data or UK Personal Data originated) is not a member state of the EU then references in the Approved EU SCCs to: (i) the “European Union”, the “EU”, a “Member State”, an “EU Member State” or “one of the EU Member States” shall refer to the applicable country in which the Customer is established (or from which the relevant Customer Personal Data originated); (ii) Regulation (EU) 2016/679 shall refer to the Applicable Data Protection Law in the country in which the Customer is established; and (iii) “supervisory authority” shall refer to the competent data protection supervisory authority as set out in Exhibit 1.
- D. For the purposes of Section III, Clause 14 of the Approved EU SCCs, UnitedLayer and Customer acknowledge and agree that, as between the parties, the Customer is responsible for: (i) assessing the laws of the country to which the Customer transfers the Customer Personal Data; and (ii) determining whether or not the transfer meets the requirements of Section III, Clause 14(a) of the Approved EU SCCs. Where UnitedLayer (as data importer) provides information to the Customer (acting as data exporter) for assisting the Customer in Customer’s assessment, such information is provided on an “as is” basis for informational purposes only. Without prejudice to Section III, Clause 14(c) of the Approved EU SCCs, UnitedLayer (as data importer) shall not be liable for any losses suffered by Customer in connection with its assessment.
- E. In the event that the jurisdiction in which the UnitedLayer contracting entity is established ceases to be designated as a Prescribed Region, transfers of EEA Personal Data, Swiss Personal Data and/or UK Personal Data by Customer to UnitedLayer in that jurisdiction shall be subject to section 11.3 (A).
- F. Where requested by UnitedLayer, Customer shall be responsible for issuing such communications to Data Subjects and other Controllers, as are required for UnitedLayer to comply with its obligations under the EU Approved SCCs.

11.4. **General.** (A) Where a transfer is made under Transfer Protections to a region that subsequently becomes a Prescribed Region, such that the Transfer Protections are no longer required under Applicable Data Protection Law, the relevant Transfer Protections shall automatically expire. (B) UnitedLayer shall comply with the obligations of the data importer or sub-processor as appropriate under Applicable Data Protection Law.

- 12. **Termination.** This DPA shall automatically terminate upon the termination or expiration of the Agreement under which the Services are provided. Sections 3.2, 3.3.3, 3.3.4 and 13 shall survive the termination or expiration of this DPA for any reason.
- 13. **Limitation of Liability.** The total liability of each Customer and UnitedLayer (and their respective employees, directors, officers, affiliates, successors, and assigns), arising out of or related to this DPA, whether in contract,

tort, or other theory of liability, shall not, when taken together in the aggregate, exceed the limitation of liability set forth in the Agreement, except to the extent that such limitation is invalid under Applicable Law.

14. **Standard of Protection.** Except as specified in Section 2 (Applicability) above, this DPA takes precedence over any other part of the Agreement concerning the privacy, confidentiality, or security of Personal Data. Nevertheless, if there is a contradiction between this DPA and other sections of the Agreement, the parties will follow the obligations that offer the highest level of protection for Personal Data.
15. **HIPAA.** Customer acknowledges that UnitedLayer is not a business associate or subcontractor (as defined in 45 CFR § 160.103) under HIPAA (and its implementing regulations as amended from time to time); and Customer represents and warrants that it shall not store or process protected health information (as defined in 45 CFR § 160.103) in or through a Service, or otherwise provide protected health information to UnitedLayer in relation to the performance of a Service unless the parties have entered into a Business Associate Addendum under which UnitedLayer agrees to act as a business associate expressly effective as to the protected health information and relevant Services.
16. **Governing Law.** This DPA will be governed by and construed in accordance with the law stated in the Agreement, except to the extent that applicable data protection laws require otherwise, in which event this DPA will be governed in accordance with applicable data protection laws and, if applicable, be subject to the jurisdiction of the relevant data exporter that exported the Personal Data from the EEA.
17. **Amendment.** This DPA may be amended at any time by a written instrument duly executed by each of the Parties.

The Parties represent and warrant that they each have the power to enter into, execute, perform and be bound by this DPA. You, as the executing person on behalf of Customer, represent and warrant that you have, or you were granted, full authority to bind the Organization and, as applicable, its Authorized Affiliates to this DPA. If you lack the capacity to bind the Organization and/or its Authorized Affiliates, or if you do not have the requisite authorization, you must refrain from sharing or providing UnitedLayer with any Personal Data. By executing this DPA, the Customer is entering into this agreement on its own behalf, and where required or allowed by relevant Data Protection Laws and Regulations, also on behalf of its Authorized Affiliates. This applies when UnitedLayer is processing Personal Data for which these Authorized Affiliates can be considered a "Data Controller" under the law.

List of Schedules.

- SCHEDULE 1 - Details of the Processing
- SCHEDULE 2 - Technical and Organizational Measures
- SCHEDULE 3 - Approved EU SCCs
- SCHEDULE 4 - UK International Data Transfer Addendum

WHEREAS, the authorized representatives of the parties have accepted and agreed to this DPA as of the date below:

Customer: (Legal Name of Customer)

UnitedLayer

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Email: _____

Email: _____

Date: _____

Date: _____

SCHEDULE 1 - DETAILS OF THE PROCESSING

Subject matter

UnitedLayer will Process Personal Data as necessary to perform the Services pursuant to the Agreement, as further instructed by Customer in its use of the Services.

Nature and Purpose of Processing.

1. Providing the Service(s) to Customer.
2. Setting up profile(s) for users authorized by Customers.
3. For Customer to be able to use the Services.
4. For UnitedLayer to comply with documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement.
5. Performing the Agreement, this DPA and/or other contracts executed by the Parties.
6. Providing support and technical maintenance, if agreed in the Agreement.
7. Resolving disputes.
8. Enforcing the Agreement, this DPA and/or defending UnitedLayer's rights.
9. Management of the Agreement, the DPA and/or other contracts executed by the Parties, including fees payment, account administration, accounting, tax, management, litigation; and
10. Complying with applicable laws and regulations, including for cooperating with local and foreign tax authorities, preventing fraud, money laundering and terrorist financing.
11. All tasks related with any of the above.

Duration of Processing.

Subject to any Section of the DPA and/or the Agreement dealing with the duration of the Processing and the consequences of the expiration or termination thereof, UnitedLayer will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Type of Personal Data.

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to the following categories of Personal Data:

- First name.
- Last name.
- Phone number.
- Email address.

- Payment information.
- Any other Personal Data or information that the Customer decides to provide to the UnitedLayer or the Services.
- Device IP Address for Authorized devices.

The Customer and the Data Subjects shall provide the Personal data to UnitedLayer by supplying the Personal data to UnitedLayer's Service. The Customer acknowledge that UnitedLayer may use various software tools for storing such Personal Data in its repositories. In some limited circumstances Personal Data may also come from other sources, for example, in the case of anti-money laundering research, fraud detection or as required by applicable law. For clarity, Customer shall always be deemed the “Data Controller” and UnitedLayer shall always be deemed the “Data Processor” (as such terms are defined in the GDPR).

Categories of Data Subjects.

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion, and which may include, but is not limited to Personal Data relating to the following categories of data subjects:

- Customer’s customers and/or clients.
- Customer’s users authorized by Customer to use the Services.
- Employees, agents, advisors, freelancers of Customer (who are natural persons).
- Business partners and vendors of Customer (who are natural persons).
- Employees or contact persons of Customer’s prospects, business partners and vendors.

SCHEDULE 2 - Technical and Organizational Measures

As of the date of this DPA, UnitedLayer’s technical and organizational measures include the following.

1. Access Control.

- UnitedLayer restricts access to Customer Personal Data to employees with a defined need-to-know or a role requiring such access.
- UnitedLayer maintains user access controls that address timely provisioning and de-provisioning of user accounts.

2. Audit.

- UnitedLayer will maintain SSAE 18 SOC 2 certification, or comparable certification, for the term of the Agreement. This certification will be renewed on an annual basis. Upon Customer’s request, UnitedLayer will provide a summary of its most recent SOC 2 report once every 12 months of the term of the Agreement.
- UnitedLayer follows guidelines from ISO 27001, NIST and other industry-standard practices.

3. Business Continuity.

- UnitedLayer maintains business continuity, backup, and disaster recovery plans (“BC/DR Plans”) in order to minimize the loss of service and comply with Applicable Laws.
- The BC/DR Plans address threats to the Services and any dependencies, and have an established procedure for resuming access to, and use of, the Services.
- The BC/DR Plans are tested at regular intervals.

4. Change Control.

- UnitedLayer maintains policies and procedures for applying changes to the Services, including underlying infrastructure and system components, to ensure quality standards are being met.
- UnitedLayer undergoes a penetration test of its network and Services on an annual basis. Any vulnerabilities found during this testing will be remediated in accordance with UnitedLayer’s Vulnerability Management Policies and Procedures, and will be assessed on the basis of UnitedLayer’s Risk Management Framework.
- UnitedLayer regularly performs vulnerability scans of its network and any vulnerabilities found will be addressed in accordance with UnitedLayer’s Vulnerability Management Policies and Procedures, and will be assessed on the basis of UnitedLayer’s Risk Management Framework.
- Security patches are applied in accordance with UnitedLayer’s patching schedule.
- UnitedLayer maintains an environment for testing and development separate from the production environment.

5. Data Security.

- UnitedLayer maintains technical safeguards and other security measures to ensure the security and confidentiality of Customer Personal Data.
- UnitedLayer logically segregates Customer Personal Data in the production environment.

6. Encryption and Key Management.

- UnitedLayer maintains policies and procedures for the management of encryption mechanisms and cryptographic keys in UnitedLayer's cryptosystem.
- UnitedLayer enlists encryption at rest and in transit between public networks, as applicable, according to industry-standard practice.

7. Governance and Risk Management.

- UnitedLayer maintains an information security program that is reviewed at least annually.
- UnitedLayer maintains a risk management program, with risk assessments conducted at least annually.

8. Administrative Controls.

- UnitedLayer uses a third-party to conduct employee background verifications for all UnitedLayer personnel with access to Customer Personal Data.
- UnitedLayer employees are required to complete initial (at-hire) and annual security awareness training.

SCHEDULE 3

Approved EU SCCs

For the purpose of the Approved EU SCCs, the following provisions shall apply:

- Module 2 of the Approved EU SCCs applies solely where Customer is the Controller, and UnitedLayer is the Processor.
- Module 3 of the Approved EU SCCs applies solely where Customer is the Processor, and UnitedLayer is the sub-processor.
- Clause 7 (docking clause) of the Approved EU SCCs shall be applicable solely for Affiliates.
- Clause 8 (Data protection safeguards) of the Approved EU SCCs shall be construed by reference to:
 - Section 3.2 of this DPA, for the purposes of Section II, Clause 8.1 (Instructions);
 - Section 7 of this DPA for the purposes of Section II, Clause 8.9 (Documentation and compliance); and
 - Section 9 of this DPA for the purposes of Section II, Clause 8.5 (Duration of processing and erasure or return of data).

SCHEDULE 4

UK International Data Transfer Addendum

1. **Addendum.** This Addendum has been issued by the Information Commissioner for Parties making Restricted Transfers (as defined by the Information Commissioner’s Office). The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

Part 1: Tables

Table 1: Parties.

Start date	The effective date of the Agreement.	
The Parties	Exporter (who sends the Restricted Transfer):	Importer (who receives the Restricted Transfer):
Parties’ details	Full legal name: Customer’s name as designated in the Customer’s account. Main address (if a company registered address): The address Customer designates on Customer’s account. Official registration number (if any) (company number or similar identifier): The official registration number designated in the Customer’s account, if any.	Full legal name: The UnitedLayer contracting entity under the Agreement Main address (if a company registered address): 6001 W Parmer Lane, Ste 370 #650, Austin, TX 78727. Official registration number (if any) (company number or similar identifier): NV20232927513
Key Contact	Full Name (optional): Job Title: The job title Customer designates on Customer’s account, if any. Contact details including email: The email address Customer designates on Customer’s account.	Full Name (optional): Aaron Hughes Job Title: Chief Security Officer Contact details including email: 6001 W Parmer Lane, Ste 370 #650, Austin, TX 78727. Email: aaron@unitedlayer.com

Table 2: Selected SCCs, Modules and Selected Clauses.

Addendum EU SCCs	The version of the Approved EU SCCs which this Addendum is appended to, detailed below, including the Appendix Information: Date: the version of the Approved EU SCCs valid and in force as of the start date set out in table 1. Reference (if any): N/A. Other identifier (if any): N/A
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Table 3: Appendix Information.

“Appendix Information” means the information which must be provided for the selected modules asset out in the Appendix of the Approved EU SCCs (other than the Parties).

Table 4: Ending this Addendum when the Approved Addendum Changes.

<p>Ending this Addendum when the Approved Addendum changes</p>	<p>Which Parties may end this Addendum as set out in Section 19 of this Addendum:</p> <ul style="list-style-type: none"> <input checked="" type="checkbox"/> Importer <input type="checkbox"/> Exporter <input type="checkbox"/> Neither Party
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Part 2: Mandatory Clauses.

Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

EXHIBIT C

Additional Terms for Colocation Services

- 1. License Grant.** By executing a Service Order Form for colocation services, UnitedLayer grants to Customer, on the terms and subject to the conditions set forth in the Terms and Conditions, a license for access to and use of space or spaces (“Licensed Area” or “Space”) in the Data Center for the Permitted Uses, subject to revocation as provided herein (the “License”). Customer may not sublicense or sublet the Space to any third party in any way. Customer acknowledges that other licensees of UnitedLayer will be using the Facilities. UnitedLayer reserves the right to install and maintain conduits, cables and wiring along and adjacent to the ceiling above or below the floor of the Licensed Area and to relocate or otherwise substitute replacement space at any time during the term of the Agreement. Power circuits may be used up to a maximum of 80% of their rated limit in a primary configuration, and up to a maximum of 40% of their rated limit in a redundant configuration, subject to a maximum usable power rating of 4.0KW per cabinet. Only one device may be plugged into a single outlet (e.g., power strips cannot be plugged into other power strips).
- 2. Access to Facility.** Provided that no Event of Default by Customer then exists, during the term of the Service Order Form, Customer’s authorized personnel shall have access to the Licensed Space in accordance with the Rules and Regulations (as defined below) for the purpose of adding, maintaining, operating or modifying customer owned and operated equipment 24 hours per day and 7 days a week. Customer shall be liable for the actions of any Approved Personnel. Approved Personnel must carry photo-identification for presentation to UnitedLayer or UnitedLayer’s agents, employees, or representatives when entering the Facility including building security personnel and must comply with the Rules and Regulations established for the Facility.
- 3. Resources.** UnitedLayer will provide security and access control policies and processes to endeavor to limit only authorized access to the Facility. UnitedLayer reserves the right to change in its discretion and without liability to Customer, the methods, processes and/or suppliers by which UnitedLayer provides Services to Customer.
- 4. No Real Property Interest.** The grant of the License is not a grant of an interest in real property. Customer represents, warrants, acknowledges and agrees that it does not have, has not been granted and will not own or hold any real property interest in the Space or the Facility; that Customer is a licensee not a tenant or lessee of the Space; and that Customer does not have any of the rights, privileges or remedies that a tenant or lessee would have under a real property lease or occupancy agreement.
- 5. Rules and Regulations.** Customer agrees to abide by and honor all the Rules and Regulations as from time to time published by UnitedLayer, a copy of which is posted at its web site at www.Unitedlayer.com. (Collectively the “Rules and Regulations”). Any amendments to the Rules and Regulations shall be effective upon posting at UnitedLayer’s website. By signing the service Order Form, Customer acknowledges that it has read the Rules and Regulations and agrees that Customer will, and will cause its agents, employees and contractors to comply with them.
- 6. Equipment Installation.** Any delivery, installation, replacement or removal work with respect to Customer’s equipment shall be subject to review and approval by UnitedLayer, such approval not to be unreasonably withheld. From time-to-time UnitedLayer may request and Customer shall promptly provide information regarding Customer’s equipment, systems, proposed rack/cabinet layout and interconnections/cross connect diagrams, and the identification of Customer’s suppliers or contractors. All Customer equipment and equipment installments shall strictly adhere to the Rules and Regulations. UnitedLayer reserves the right to request reasonable security from Customer prior to the commencement of any work by Customer at the Facility to avoid the claim of mechanic’s liens. Customer shall not make, or cause to be made, any construction changes or material alterations to the interior or exterior portions of the Facility or Licensed Area, including any cabling or power supplies for the Equipment, without obtaining UnitedLayer’s prior written approval.
- 7. Decommissioning and Removal of Customer Equipment.** Customer agrees that, upon the expiration or termination of the term of the applicable Service Order Form, Customer (or, at UnitedLayer’s election, the

contractor designated by UnitedLayer) shall, at Customer's sole cost and expense, promptly remove (subject to UnitedLayer's lien rights) all cable, wiring, connecting lines, and other installations, equipment or property installed or placed by or for Customer in the Facility and restore those portions of the Facility damaged by such removal to their condition immediately prior to the installation or placement of such items; provided, however, that at UnitedLayer's option, Customer shall not remove cabling and wiring that is contained in any walls or structures located in the Facility. If Customer fails to promptly remove all such items pursuant to this paragraph, UnitedLayer may, at Customer's expense, remove and store such items and restore those portions of the Facility damaged by such removal to their condition immediately prior to the installation or placement of such items. Any Customer equipment not claimed by Customer within 15 days of the expiration or termination of the License shall be deemed abandoned and ownership of such equipment shall automatically transfer to UnitedLayer. Notwithstanding anything to the contrary contained in the Agreement, Customer shall not, without UnitedLayer's consent, be permitted to remove any Customer Equipment from the Licensed Area at a time when Customer is delinquent in meeting its payment obligations or is in breach of any other material term under the Agreement. Customer will provide UnitedLayer with notice at least twenty- four (24) hours before Customer desires to remove a significant piece of Customer Equipment so logistics may be arranged within the Facility. Before authorizing the removal of any significant Customer Equipment, UnitedLayer's accounting department will verify that Customer's account is in good standing. In addition to all other remedies provided herein, if Customer fails to remove its equipment upon expiration of the term, then the monthly charges payable under the Service Order Form shall be increased by 300%. Additionally, Customer shall be indemnified, defend and hold harmless to UnitedLayer for any and all damages and claims incurred by UnitedLayer as a result of Customer's failure to timely remove its Equipment and vacate the Space.

8. **Damage to the Facility.** If the Facility or access thereto, is damaged by fire or other casualty, UnitedLayer shall give notice to Customer of such damage as quickly as practicable. UnitedLayer shall have the option to terminate the License due to damage or destruction of the Facility and the Agreement shall terminate as of the date of such exercise or decision as to the affected Licensed Area, and the monthly recurring charges (which includes monthly fixed charges for the Licensed Area and power, but excludes power overages, "MRC") payable by Customer shall be prorated as of the date thereof. If UnitedLayer does not exercise the right to terminate, then UnitedLayer shall either (i) restore the Licensed Area to substantially the same condition it was in prior to the damage, or (ii) substitute new space for the Licensed Area. In no event shall UnitedLayer have any obligation to repair or replace any of Customer's personal property, including but not limited to Customer's equipment.

9. **Insurance.** Customer shall keep in effect such insurance coverage as are set forth below, at Customer's expense: (1) commercial general liability insurance. Such coverage shall: (a) contain blanket contractual liability coverage that covers Customer's liabilities arising out of the Agreement; (b) have a single limit of not less than one million dollars (\$1,000,000), an aggregate limit of not less than two million dollars (\$2,000,000); (c) cover any third parties performing work at the Facility on behalf of Customer; and (d) be considered primary, with any other insurance maintained by UnitedLayer being excess and non-contributing with the insurance of Customer required hereunder. (2) Customer shall maintain "all risk" property insurance (inclusive of coverage for data, media and electronic data processing perils) in the full replacement value of Customer's Equipment and personal property, if any located at the Facility. (3) Customer shall procure and maintain workers' compensation and employer's liability insurance in accordance with the laws of the state in which the Facility is located and employer's liability insurance with a limit of not less than: (a) one million dollars (\$1,000,000) Bodily Injury - Each Accident; (b) one million dollars (\$1,000,000) Bodily Injury By Disease – Each Person; and (c) one million dollars (\$1,000,000) Bodily Injury By Disease – Policy Limit. Each Insurer shall be authorized to do business in the state in which the Facility is located and shall be written by carriers having an A.M. Best rating of A- VIII or better. Prior to accessing or occupying the Licensed Area, Customer shall submit to UnitedLayer evidence that Customer has the insurance policies required hereunder in effect and shall provide to UnitedLayer certificates, with copies of all applicable endorsements attached. Such certificates shall name UnitedLayer and such other entities as UnitedLayer may reasonably designate as additional insureds. Each such policy shall provide that it cannot be canceled or modified unless UnitedLayer is given thirty (30) calendar days advance written notice of such cancellation or modification. The insurance requirements set forth herein are independent of Customer's indemnification and other obligations hereunder and shall not be construed or interpreted in any way to restrict, limit, or modify Customer's indemnification and other obligations, or to limit Customer's liability. If Customer fails to obtain the necessary coverages, UnitedLayer may obtain such coverages at Customer's expense.

Customer's property insurance shall include a waiver of subrogation in favor of UnitedLayer. If any work is to be performed by third parties for a Customer at the Facility, a certificate of insurance covering the third party and meeting the foregoing requirements shall be delivered by Customer to UnitedLayer prior to such third party accessing the Facility.

- 10. Lien on Customer Equipment.** In the event Customer does not remit payment of all amounts due under an invoice by the tenth (10) day following its due date, UnitedLayer may, at its discretion, assert a possessory lien on and maintain possession of all Customer Equipment as collateral for amounts owed.
- 11. Hazardous Materials.** "Hazardous Materials" means any substance referred to, or defined in any law, as a hazardous material or hazardous substance (or other similar term). Customer will not cause or permit any Hazardous Materials to be brought upon, kept, stored, discharged, released or used in, under or about any portion of the Facility. Customer will cause all Hazardous Materials brought to the Facility by or on behalf of Customer to be removed from the Facility in compliance with all applicable laws. If Customer or its agents performs any act or omission which contaminates or expands the scope of contamination of the Facility then Customer will promptly, at Customer's expense, take all investigatory and remedial actions necessary to fully remove and dispose of such Hazardous Materials and any contamination so caused in compliance with all applicable laws. Customer will also repair all damage to the Facility and any other real or personal property caused by such contamination and remediation.

EXHIBIT D

Additional Terms for UnityOne Software-as-a-Service subscription and related Services

These Additional Terms shall govern Customer’s use of, and purchase of subscriptions to UnityOne SOFTWARE-AS-A-SERVICE SUBSCRIPTION AND RELATED SERVICES (the “SaaS” or “Service” or the “Services”) from UnitedLayer’s Affiliate, UnityOne LLC (“UnityOne”).

1. **Definitions.** Any capitalized terms used in the Additional Terms that are not otherwise defined in the Agreement shall have the meaning as set forth below:
 - 1.1. **“Authorized Users”** means the employees or agents of Customer and End Users, as well as contractors performing services for Customer or End Users, who are authorized to access and use the Subscription Service.
 - 1.2. **“Customer”** means Customer and includes its Affiliates.
 - 1.3. **“Customer Administrator”** means the individual(s) identified in the Account Data as admin users.
 - 1.4. **“Customer Environment”** means the systems, platforms, services, software, devices, sites and/or networks that Customer uses for its operations (exclusive of the subscribed Services).
 - 1.5. **“Documentation”** shall mean the UnityOne product documentation relating to the operation and use of the Subscription Service, including technical program documentation, user manuals, operating instructions and release notes, as updated from time to time by UnityOne as provided in the Subscription Service.
 - 1.6. **“End User” or “Subscriber”** shall mean a customer of Customer for which Customer provides managed IT services that include use of the Subscription Services for the management of Resources owned and/or controlled by the End User.
 - 1.7. **“Managed Resource”** shall mean any Resource that has been selected by Customer to be managed by the Subscription Service.
 - 1.8. **“Resident Software” or “Collector Software”** shall mean certain downloadable software components that Customer must deploy on Customer’s or an End User’s servers and/or other assets for data collection and communication that is required for performance of the Subscription Service.
 - 1.9. **“Resource”** shall mean any physical asset (such as servers, network switches, and routers) or virtual asset (such as virtual machines, cloud instances, storage buckets, and databases) that has been assigned a resource identification on the Subscription Service, as may be updated from time to time by UnityOne.
 - 1.10. **“Service Levels”** shall mean the service availability and response time requirements set forth in the Support Services and Service Level Agreement (the Schedules attached at the end of these additional terms).
 - 1.11. **“Subscription Service”** shall mean the web-based software-as-a-service offering of UnityOne that provides provisioning and management functionality for Resources, and also includes the Resident Software.
 - 1.12. **“Support Services”** shall mean UnityOne’s provision of Updates as set forth in Section 5 hereof and technical support as more fully described in the Support Services and Service Level Agreement, as may be updated from time to time by UnityOne.

1.13. **“Use Data”** or **“Account Data”** shall mean electronic data related to Resources that is collected by the Resident Software or otherwise transferred by or for Customer, End Users or the Authorized Users and processed in the Subscription Service.

2. License Grant; Restrictions. UnityOne provides subscription-based services, and when Customer subscribes to these services, they will receive a non-exclusive, revocable, non-transferable, fee-based, worldwide, and royalty-free (except for the service fees owed to UnityOne) limited license which allows Customer to access and utilize the Services including downloading, installing, and using the Collector Software (in its object code format) on its network exclusively for its internal business operations, including offering these services to their customers during the subscription period mentioned in the relevant Service Order Form, subject to the following terms:-

- 2.1. To utilize the Services, it is necessary for Customer to have access to the UnityOne Software and to take full advantage of the Services, Customer will need to download and install a specific piece of software on their network, referred to as the "Collector Software." When combined with the UnityOne Software, these two components are collectively known as the "Software".
- 2.2. All right, title, and interest in the SaaS and any updates, upgrades or modifications thereof, shall always remain the property of UnityOne. This license does not involve the sale of the Software; it is provided for use under this Agreement.
- 2.3. Unless otherwise specified in the applicable Service Order Forms, Customer will not lease, sublicense, loan, resell for profit, distribute or otherwise grant any rights in the SaaS in any form to any other party other than its Licensed Users, including for commercial time-sharing, rental, or service bureau use.
- 2.4. Customer will retain complete and unconditional responsibility for the access to and use of the Services ensuring full compliance with the terms and conditions specified in the Agreement. Customer will remain the primary party responsible for all aspects, including fees and access, as though the usage is directly by Customer.
- 2.5. When offering access or use to its customers, the Customer must have a written End User License Agreement or a similar written agreement in place that aligns with the terms of this Agreement. Such agreement should also include provisions that are as rigorous and protective as the ones in this agreement, covering aspects like the protection of UnityOne’s intellectual property, confidentiality, disclaimers, and limitations of liability (referred to as "Minimum Required Terms").
- 2.6. Customer, its Affiliates, and its customers are in agreement not to take any actions aimed at disrupting or interfering with the services or the use of the services by other users.
- 2.7. UnityOne does not warrant that the Subscription Service will be uninterrupted or error free or that all errors will be corrected; nor does it make any warranty as to the results that may be obtained from use of the Subscription Service. The Subscription Service and Professional Services are provided “AS IS” and UnityOne disclaims all warranties, express or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose and non-infringement. any changes to the Customer Environment, Customer Components, or connections (including their unavailability) or Customer Component terms during a Service Order term do not affect Customer’s obligations under the Applicable Service Order Form or this Agreement.

3. Customer Responsibilities and Restrictions.

3.1. **Customer Components.** Between the involved parties, the Customer has full control over their environment, including its individual components (referred to as "Customer Components"). These components can be owned, leased, or licensed by the Customer, whether they are on their premises or in the cloud. They can also be used through software-as-a-service or other means. The Customer is solely

responsible for selecting, implementing, activating, deactivating, and configuring the connections between these Customer Components and the Services, which are referred to as "Connections." Additionally, the Customer is responsible for configuring the Services in terms of how they interact with the Customer Components. When the Customer connects a Customer Component to the Services, they are giving UnityOne the right to access and interact with that Customer Component, but only for the purpose of providing and supporting the Services. It is the Customer's responsibility to ensure that the access, use, and interaction of Customer Components with the Services adhere to all terms, policies, and licenses that apply to the Customer Components and associated data, as well as the Connections (collectively known as "Customer Component Terms").

- 3.2. The Customer will have exclusive responsibility for the following: a) Their environment, which includes ensuring that it facilitates Authorized Users' access to and use of the Services. b) Account Data, Customer Data, and Customer Credentials, which encompasses activities performed using Customer Credentials, while UnityOne will fulfill its obligations outlined in these Additional Terms c) Notifying any necessary parties, obtaining required consents and authorizations from Customer Component providers, Authorized Users, and individuals whose Personal Data might be part of Account Data, Customer Data, or Customer Credentials. d) Guaranteeing that the Services are employed only within the Customer's Environment and in compliance with the Agreement, these Additional Terms, Documentation, and relevant Customer Component Terms.
- 3.3. **Customer Restrictions.** The rights granted to Customer come with the condition that Customer shall not, directly or indirectly: (a) enable any person or entity other than Authorized Users to access and use the Services; (b) attempt to gain unauthorized access to any Service or its related systems or networks; (c) use any Service to access UnityOne Intellectual Property Rights except as permitted under this Agreement; (d) modify, copy or create any derivative work based upon a Service or any portion, feature or function of a Service ("Derivative Work" refers to any alteration or extension of any software, process, algorithm, trade secret, work of authorship, invention, or other intellectual property right related to it; (e) unless otherwise provided in the applicable Service Order Form, resell, distribute or otherwise make available any Service to any third party, including as part of a managed services offering; (f) attempt to reverse engineer, reverse assemble, disassemble or decompile all or any portion of the Software, or attempt to access, discover or recreate the source code for, the Services; (g) make any unauthorized modifications to the Software, or using unauthorized altered versions of the Software for any purposes; (h) access or use the Services or Documentation for the purpose of competing (or enabling others to compete) with UnityOne, including: copying ideas, features, functions or graphics, developing competing products or services, or performing competitive analyses, or gaining unauthorized access to the Services; (i) remove, obscure or alter any proprietary notice related to the Services; (j) use the Services to send or store Malicious Code ("Malicious Code" shall mean and include codes, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs, and Trojan horses); (k) use or permit others to use the Services in violation of any laws; or (l) use or permit others to use the Services other than for Customer's operations and as described in the applicable Service Order Form and this Agreement.
- 3.4. **UnityOne Remedies.** In the event UnityOne reasonably believes a violation of Section 3.2 has occurred, in addition to any other remedies available at law or in equity (including termination), UnityOne will have the right to investigate the suspected violation and suspend any individually identified Authorized User(s) who are suspected of the violation from accessing the Services for so long as is reasonably necessary to address the potential violation. UnityOne will notify Customer in writing of any such suspension (each, a "Suspension Notice") and work with Customer in good faith to resolve the potential violation. Such Suspension Notice will be provided in advance, unless UnityOne reasonably believes the suspected violation creates an urgent or emergency situation where a failure to take immediate action may put UnityOne, Customer, or other UnityOne's customers at risk of imminent harm. For clarity, UnityOne reserves the right, but does not assume any obligation to the Customer (except with respect to the Suspension Notice), to take any of the actions described in this Section 3.4.

- 4. Data.** Through configuring and using the Services, Customer has the ability to determine the types and quantities of data from their environment that are sent to or uploaded to Services, collectively referred to as "Customer Data" (excluding Account Data). By submitting Customer Data to Services, Customer grants UnityOne, its Affiliates, and contractors the right and explicitly instructing them to process its Customer Data for the purpose of providing and supporting the Services as outlined in documentation, this Agreement, and the Data Processing Agreement (Exhibit B).

Customer authorizes UnityOne to utilize information about their service configuration and usage ("Usage Data"), Customer Data, and Account Data for the following purposes:

- (a) Managing Customer account, including fee calculations.
- (b) Providing and enhancing the Services and Support.
- (c) Offering insights, service and feature announcements, and other reports.

Customer acknowledges that UnityOne may use aggregated or anonymized Customer Data and Usage Data for any business purpose during the term of this Agreement. This may include, but is not limited to, improving UnityOne's products and services and generating and distributing insights, reports, and other materials. UnityOne's processing of Usage Data and Customer Data is always subject to UnityOne's obligations as outlined in the Agreement, including those related to security, confidentiality, the Data Processing Agreement, Security and Compliance Documents (if applicable), and, with respect to Account Data, the Privacy Policy.

- 5. Ownership.** Regarding the Parties involved, (a) the Customer is the rightful owner of their Environment and Customer Data, including all related Intellectual Property Rights, and (b) UnityOne is the rightful owner of the Services, Documentation, UnityOne Operations Data, and Feedback, along with all related Intellectual Property Rights. Apart from the specific rights explicitly given by one Party to the other in this Agreement, all other rights are retained by the granting Party. The rights granted by each Party are limited, not exclusive, and, unless otherwise specified in the Agreement, not transferable.

- 6. Availability.** UnityOne will put forth commercially reasonable efforts to ensure that the Services are available 24 hours a day, 7 days a week during the Term (**as further detailed in the SLA- Schedule 1 to these Additional Terms**), with the following exceptions:

(a) **Planned Maintenance.** Planned Maintenance/downtime, provided that UnityOne gives Customer at least forty-eight (48) hours advance written notice; (however, in no event may Planned maintenance or upgrades be longer than one (1) hour in duration, if they are scheduled to occur Monday through Friday, between the hours of 7:00 a.m. and 9:00 p.m. Pacific Time); or (b) **Extraordinary Circumstances.** Extraordinary Circumstances refer to any unavailability resulting from circumstances mentioned under **Section [.] (Force Majeure Clause of the Agreement)** and Internet outages or delays.

- 7. Support.** UnityOne will offer technical assistance (**as further detailed in Schedule B to these Additional Terms**) to the Subscriber/Customer through email support@unityone.ai from Monday to Friday between 9:00 hours and 17:00 hours in the local time zone (available 24/7 for P1 and P2), except on US and UK Federal Holidays ("Support Hours"). UnityOne will make commercially reasonable efforts to reply to all helpdesk tickets within one business day during these Support Hours. At UnityOne's discretion, Support Services may also include: (i) assisting the Subscriber/Customer via email to help them identify and independently resolve issues with the Subscription Service, and (ii) providing any extensions, enhancements, or other updates that UnityOne may introduce to the Subscription Service periodically.

- 8. Professional Services.** Professional Services, if desired, can be added in a Service Order Form. The fees, extent of coverage, and conditions for these services can be obtained from UnityOne and will be detailed in a separate Service Order Form for the specific Professional Services. "Professional Services" refer to services offered by

UnityOne staff, either on an hourly basis or at a predetermined price, for a project or defined scope of work specified by the Customer and includes implementation, training, consulting, data migration, conversion, integration or other services provided by UnityOne to Customer, as set forth in the Service Order Form.

9. Security and Privacy Guidelines.

- 9.1. Each party involved in this Agreement has responsibilities concerning security and privacy. They must adhere to these obligations as outlined in the Agreement, which are designed to comply with Data Protection Laws and are based on the nature, purpose, and risks associated with handling Personal Data in relation to the Services.
- 9.2. The primary focus of the Service is IT systems performance monitoring and not to serve as a repository or conduit for storing, manipulating, transmitting, or retrieving Restricted Data. In this context, "Restricted Data" refers to (i) Protected Health Information as defined by the U.S. Health Insurance Portability and Accountability Act, (ii) financial account data or payment cardholder information as per the PCI Data Security Standard, (iii) Personal Data that goes beyond what's incidental to the Service and is specified in the Data Processing Agreement (DPA), and/or (iv) any other data subject to specific or heightened requirements under applicable laws or industry standards, such as Social Security numbers in the United States. In addition to their other responsibilities under this Agreement, and while considering the possibility of collecting minimal Personal Data, the parties mutually agree to the following: (a) Customer must not provide Restricted Data to UnityOne and must configure the Collector Software to collect information solely from devices and applications using methods that do not expose or disclose Restricted Data; (b) Customer should refrain from sending any logs to UnityOne that contain Restricted Data; and (c) Customer must take steps to isolate and secure the Software on their systems and network, preventing unauthorized access, use, disclosure, and loss by implementing, at the very least, industry-standard security practices and technologies, in accordance with applicable laws. The parties acknowledge that while using the Service, there might be incidental collection of certain minimal Personal Data as outlined in the DPA.
- 9.3. Every party involved must adhere to the current legal requirements and rules related to Personal Data, which include but are not limited to, the EU General Data Protection Regulation ("GDPR"), the UK General Data Protection Regulation ("UK GDPR"), the California Consumer Privacy Act ("CCPA"), and the California Privacy Rights Act ("CPRA"), when applicable.
- 9.4. The parties acknowledge and agree that the disclosure of California Personal Information by the Customer to UnityOne does not form part of any monetary or other valuable consideration exchanged between the parties.
- 9.5. UnityOne's general approach is to refrain from responding to end-user requests, except when compelled by the law, and when possible, direct such requests to the Customer. In situations where UnityOne is unable to fulfill its obligations as a Service Provider under the CCPA, CPRA, and relevant regulations, UnityOne will notify the Customer and will also provide any necessary information to assist the Customer in complying with a consumer request, if applicable.

10. Additional Term in case of Termination of Service Order Form

- 10.1. Upon termination of the Service Order Form or expiration of this Agreement, Customer must stop using the Subscription Service and delete all copies of Resident Software in their possession. In the event Service Order Form is terminated for any reason other than an Event of Default by UnityOne, Customer shall be obligated to pay to UnityOne immediately all amounts due to UnityOne, including late charges and fees, plus an amount equal to the total subscription charges by way of liquidated damages and not a penalty expressly excluded from Customer's limitation of liability, that Customer would have paid UnityOne over the remainder of the term of the Agreement as specified on each Service Order Form. Early termination of a subscription or ceasing use of the Services will not result in a refund of any prepaid fees or modify the

Customer's obligation to pay fees, by way of liquidated damages and not a penalty, for the remainder of the then current Term.

- 10.2. If the Customer has settled all outstanding payments as per the Agreement and unless there are shorter data retention periods specified in the Service Plan, an Authorized User designated by the Customer can access and download Customer Data for up to 30 days after the termination of the applicable Service Order Form or at the expiry of the Agreement (whichever is later). The designated Authorized User's access and usage will still be bound by these Additional terms and this Agreement, but they can only use the Services to download Customer Data. Any use of the Services after termination, except as allowed in this Section, will be subject to additional charges. Customer Data will be deleted after termination as part of regular procedures, and it will not be kept beyond the Service Plan's retention period. If the Customer wishes to delete Customer Data earlier, they can make a request by email.
- 11. UNITYONE DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ALL ERRORS WILL BE CORRECTED; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SUBSCRIPTION SERVICE.**
- 12. Indemnification by UnityOne.** We shall, at our own expense, indemnify, defend and hold you harmless from and against any damages and expenses (including reasonable attorneys' fees) as a result of third party claims, to the extent of any finding that the UnityOne Technology, when used in strict compliance with the license rights and use instructions provided by UnityOne infringed or misappropriated the copyright, patent rights or trade secret rights of a third party; provided we promptly notified of any and all threats, claims and proceedings related thereto and given reasonable assistance and the opportunity to assume sole control over defense and settlement. However, Customer has the right to participate, at its own expense, in the defense and/or settlement of any such claim or action in order to protect its own interests. Notwithstanding the foregoing, we shall have no liability, and shall have no obligation to defend or indemnify you, for any third party claim of infringement to the extent based upon (i) use of other than the then current, unaltered version of the UnityOne Technology and applicable Services, unless the infringing portion is also in the then current, unaltered release; (ii) use of the Services or UnityOne Technology other than strictly in accordance with our instructions and documentation; or (iii) use, operation or combination of the applicable Services with non-UnityOne programs, data, equipment or documentation if such infringement would have been avoided but for such use, operation or combination. In the event the use of any Service or UnityOne Technology is, or we believe is likely to be, alleged or held to infringe any third party intellectual property right, we may, at our sole option and expense, (a) procure for you the right to continue using the affected service, (b) replace or modify the affected service with functionally equivalent service so that it does not infringe, or, if either (a) or (b) is not commercially feasible, (c) terminate the Services and refund the fees received by us from you for the affected service for the remaining Term of then-current subscription period. THE FOREGOING CONSTITUTES OUR ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY THIRD-PARTY CLAIMS OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY KIND OR NATURE.
- 13. Export Restrictions.** Each party shall (i) comply with applicable laws and regulations administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions ("Export Restrictions"), including designating countries, entities and persons ("Sanctions Targets") and (ii) not directly or indirectly export, re-export or otherwise deliver Services to a Sanctions Target, or broker, finance or otherwise facilitate any transaction in violation of any Export Laws. Customer represents that it is not a Sanctions Target or prohibited from receiving Services pursuant to this Agreement under any applicable laws or regulations, including Export Restrictions.
- 14. Notice to U.S. Government Users.** The U.S. Government is given the Services and Documentation under the classification of "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data," and they have the same rights and limitations that apply to these Services and Documentation in general. If a Customer or an Authorized User is using these Services and Documentation

on behalf of the U.S. Government and these terms do not align with the U.S. Government's requirements or are in conflict with federal law in any way, the Customer and their Authorized Users must immediately cease using the Services and Documentation. The terms mentioned here are explained in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.

- 15. High Risk Activities.** The Software is not created, produced, or meant to be utilized or sold as real-time control equipment in dangerous settings where flawless performance is crucial. This includes, but is not limited to, situations like operating nuclear facilities, managing aircraft navigation or communication systems, overseeing air traffic control, or maintaining weapons systems. In such cases, if the software were to malfunction, it could directly result in fatalities, personal harm, or significant physical and environmental destruction (referred to as "High Risk Activities"). The Company specifically disclaims any express or implied warranty of fitness for High Risk Activities.
- 16. Free and Beta Services.** This pertains to the usage of two types of services provided by UnityOne: (i) Services that are available to the Customer without any charges (referred to as "Free Services") and (ii) services or features offered by UnityOne to the Customer that are not generally accessible to UnityOne's regular customers or are designated as beta, pilot, preview, or similar categories (referred to as "Beta Services"). Unless otherwise specified in a specific order: (a) Free Services and Beta Services, when provided without any cost, will become subject to the applicable Fees either upon the expiration of any free period mentioned in a relevant order or, if there's no specified term in the order, upon 15 days' notice from UnityOne. (b) UnityOne retains the right to discontinue or make changes to the provision of any Beta Services at any time, with or without prior notice. (c) Sections pertaining to Availability and Support are not applicable to Free Services and Beta Services. (d) UnityOne shall not be liable to the Customer for any claim, loss or damage which may be caused due to use of Free Services and Beta Services.
- 17. Third-Party Software Applications.** The Collector Software may grant the Customer access to third-party software programs and SaaS Platforms ("Third-Party Programs"), and such programs may also come included with the Collector Software. These Third-Party Programs have their own licensing terms, which could encompass open-source licenses. In the context of the Customer's use of Third-Party Programs, the terms of these Third-Party Programs take precedence over the terms outlined in this Agreement. This Agreement does not restrict the rights of the Customer under any of these Third-Party Programs or provide the Customer with rights that override the terms of any associated license agreement for a Third-Party Program.

List of Schedules.

- Schedule 1 - Service Level Agreement
- Schedule 2 - Support Services

SCHEDULE 1 TO EXHIBIT D

SERVICE LEVEL AGREEMENT

1. Availability.

- 1.1. **Services Availability.** UnityOne will use commercially reasonable efforts to ensure that the UnityOne Service maintains a Services Availability level of 99.9% for Customer. As used herein, “Services Availability” relates to the core application’s availability as served from UnityOne hosted environments for data ingestion, alerting, and Customer portal access. Excluding scheduled maintenance periods, the Service will be deemed “available” so long as, (a) data ingestion services are able to accept incoming monitoring data, (b) alerting services are able to generate and attempt delivery of alert messages, and (c) Customer’s authorized users are able to login to their Customer portal interface. Services Availability is measured in minutes as a percentage of a particular month (based on a 24-hour day for the number of days in the subject month) that the UnityOne Service is available.

- 1.2. **Scheduled Maintenance.** Services Availability shall not include Planned Maintenance or Extraordinary Circumstances (each as defined in the Additional Terms).

- 1.3. **“Downtime”** shall mean the time periods when Authorized Users access the Subscription Service. Downtime excludes time that the Subscription Service is unavailable for any of the following reasons:
 - Planned maintenance periods during which the Subscription Service is being upgraded or repaired.
 - Outage in the Subscriber/Customer’s own Internet Service Provider.
 - Any failure in Subscriber/Customer’s own hardware, software or network connection.
 - Any systemic Internet failure.
 - Subscriber/Customer’s bandwidth restrictions.
 - Subscriber/Customer’s acts or omissions.
 - Anything outside of the direct control of UnityOne.

- 1.4. **Remedies for Services Availability Failure.** If the Services Availability in the aggregate falls below 99.9% for one (1) calendar month, a Service credit (a “Service Credit”) will be available for each additional hour during that same calendar month that the UnityOne Service is unavailable rounded up to the full hour. Each Service Credit will be equal to one (1) hour of the annual contract value. To assess Services Availability, Customer may request the Service Availability for the prior calendar month by filing a UnityOne support request ticket through the UnityOne support portal. If Services Availability was below 99.9% in the aggregate for the applicable calendar month, Customer may receive the available Service Credit by providing a written request to UnityOne for the available Service Credit no later than 60 days after the last day of the calendar month during which the Services Availability failure occurred. Any Service Credit due to the Customer shall be credited to the Customer on the next invoice issued by UnityOne under the applicable Service Agreement.

SCHEDULE 2 TO EXHIBIT D

SUPPORT SERVICES

Severity	Type of Issue	Initial Response SLA	Response Target (Updates)	Method of Contact (Recommended)
Disaster (P1)	UnityOne Platform issues are categorized as Disaster(P1) if any of the below functionality /modules are impacted. Portal Accessibility & user Sessions <ul style="list-style-type: none"> • Portal Accessibility & user Sessions • Remote Access • Alert Management • Ticket Management 	15 minutes	Updates every 1 hour until resolution	Phone Only
Critical (P2)	Regression issues identified by UnityOne team will be categorized as “P2”	2 hours	1 day for non-development items issue fixes. Any development effort will be prioritized for the next minor release.	Portal/Email
High (P3)	Any Bugs identified in the UnityOne Platform will be categorized as “P3”	1 Day	Every Business Day updates will be shared. Will be prioritized for next major release after validation	Portal/Email
Low (P4)	Any issue which is not causing major impact will be considered as minor issue	1 Day	Every Two Business Day updates will be shared.	Portal/Email

EXHIBIT E

Additional Terms for Reseller Rights

1. DEFINITIONS

- 1.1. **“UnitedLayer’s Offerings”** means the Services and Subscription Services as described in applicable Service Order Form.
- 1.2. **“Reseller Work Product”** means that data and those forms developed or acquired by Reseller for internal business purposes independent or outside of UnitedLayer or the UnitedLayer’s Offerings.
- 1.3. **“Update”** means any update, feature release, patch release, maintenance release, bug fix or modified form of the UnitedLayer’s Offerings that performs comparable or improved functionality and which is not an Upgrade.
- 1.4. **“Upgrade”** means any new version or major release of the UnitedLayer’s Offerings that includes enhancements and improvements that may be added by UnitedLayer. Enhancements and improvements are any changes to the UnitedLayer’s Offerings that (a) substantially increase the speed, efficiency or ease of use of the UnitedLayer’s Offerings, or (b) add additional capabilities to, or otherwise improve the functions of, the UnitedLayer’s Offerings.

2. LICENSE; RELATED SERVICES

- 2.1 Subject to the terms and conditions of the Agreement (including any exhibits and agreements attached hereto), UnitedLayer grants to Reseller for the term of this Agreement a limited, non-exclusive right and license to market, distribute and resell licenses or subscriptions (as applicable) to the UnitedLayer’s Offerings and the related documentation and user manuals directly to end user/customer, for the end user/customer’s own use.

Subject to the terms and conditions of this Agreement, UnitedLayer grants to Reseller a not-for- resale limited license to use one copy of the UnitedLayer Offerings for the purposes of testing, marketing, promoting, and demonstrating the features and functionalities of the Software to potential end user/customer located in the Territory and no other purpose.

Reseller understands and shall inform end user/customers that the access to and use of the UnitedLayer’s Offerings is subject to a written End User License Agreement “EULA” (or similar written agreement) that is consistent with the terms of this Agreement and includes similarly rigorous and protective provisions regarding protection of UnitedLayer’s intellectual property, confidentiality, disclaimers and limitations of liability (“Minimum Required Terms”). Reseller is responsible for ensuring each end user/customer has entered such EULA, at or before such end user/customer’s purchase or use of the UnitedLayer’s Offerings, in a manner that is legally binding upon the end user/customer. Reseller agrees to immediately notify UnitedLayer of any known or suspected breach of a EULA or other unauthorized use of the UnitedLayer’s Offerings and shall take best efforts in the enforcement of the terms of each EULA. Reseller has no authority to (and may not) alter, remove or negotiate the “Minimum Required Terms” of EULA.

- 2.2 Reseller shall duplicate proprietary notices incorporated in or fixed to the UnitedLayer’s Offerings and all related documentation and user manuals on all copies or extracts thereof and shall not alter or remove such notices.
- 2.3 Reseller’s rights under this Agreement are non-transferable and non-sublicensable. Reseller may not resell UnitedLayer’s Offerings to end user/customer or third parties for further resale, redistribution, sharing or transfer. Reseller understands that it may not resell any UnitedLayer’s Offerings except pursuant to orders

directly with UnitedLayer in accordance with this Agreement (e.g., Reseller may not resell UnitedLayer’s Offerings purchased from other UnitedLayer’s resellers).

- 2.4 Reseller will not act as a sublicensor or provider of the UnitedLayer’s Offerings and has no right to rebrand, reframe, operate or control the UnitedLayer’s Offerings. However, Reseller shall be solely responsible for all marketing, distribution and end user/customer pricing of the UnitedLayer’s Offerings to and for end user/customer. Reseller agrees to use commercial reasonable efforts to market, demonstrate and license the UnitedLayer’s Offerings to end using companies within the agreed-upon territory. UnitedLayer agrees to support Reseller’s efforts agreed to in a Go-To-Market Plan that Reseller and UnitedLayer develop jointly and update periodically.
- 2.5 UnitedLayer shall notify Reseller in writing upon the general availability of Updates and Upgrades. Reseller shall be entitled, to receive all Updates and Upgrades and the related documentation and user manuals at no further cost as they are available for general release. Any training relating thereto shall be delivered by UnitedLayer free of charge in accordance with the provisions of the Agreement. UnitedLayer shall provide maintenance, support, training and other professional services to Reseller as set forth in the Agreement.
- 2.6 Neither Party grants the other Party any rights or licenses not expressly set forth in this Agreement. Subject only to the limited license granted pursuant to the provisions of this Section 2, all right, title and interest in and to (a) the UnitedLayer’s Offerings, (b) any software, software modifications, derivative works, processes, configurations, system referenced data, procedures and other intellectual property rights relating to data processing and information technology developed or held by either party hereto from its use of the UnitedLayer’s Offerings or in the performance of its obligations under this Agreement and (c) all associated copyright, trademark, patent, trade secret and intellectual property rights of the UnitedLayer’s Offerings, is at all times solely vested in, and shall remain the exclusive property of UnitedLayer and those third parties whose software programs have been incorporated by UnitedLayer as part of the UnitedLayer’s Offerings. UnitedLayer and such third parties reserve all rights not expressly granted to Reseller under this Agreement. Notwithstanding any use of terms such as “purchase”, “sale” or likewise hereunder, all UnitedLayer’s Offerings are offered by UnitedLayer on a license or subscription basis only.
- 2.7 Subject to the provisions of Section 2.6 above, all of the end user/customer data, third party data and Reseller data provided to UnitedLayer by Reseller or otherwise inputted into the UnitedLayer’s Offerings as part of an engagement with an end user/customer (collectively the "Reseller Data") as well as the Reseller Work Product, including any software, software modifications, derivative works, processes, configurations, system referenced data, procedures and other intellectual property rights relating to data processing and information technology developed or held by the Reseller that is not part of the UnitedLayer Offerings or is used by Reseller to create the Reseller Work Product, is and shall remain the sole and exclusive property of its owner.
- 2.8 **Territory.** The Reseller may use the license granted in Section 2.1 only within the “territory” set forth in applicable Service Order Form.
- 2.9 **Right to End-User Licensing, No Right to Multiple Tiers of Distribution.** UnitedLayer grants the rights to promote, distribute and resell licenses or subscriptions (as applicable) to UnitedLayer’s Offerings to end user/customers in the agreed-upon territory under a binding end-user license agreement, that is protective of UnitedLayer’s rights and interests and UnitedLayer’s end user/customer software license agreement. This Agreement does not include the rights to promote, deliver, distribute or resell UnitedLayer Offerings or services through resellers.
- 2.10 **License Restrictions.** Reseller will not, and will not permit any third party to: (a) sell, provide access to, distribute or sublicense the UnitedLayer’s Offerings to a third party except as expressly authorized in this Agreement; (b) incorporate the UnitedLayer’s Offerings into Reseller’s products or services or resell the UnitedLayer’s Offerings on a bundled or OEM basis (but this does not prohibit Reseller from listing UnitedLayer’s Offerings with Reseller or third-party products on a quote or invoice provided to end user/customer); (c) use the UnitedLayer’s Offerings to develop a similar or competing product or service; (d) reverse engineer, decompile, disassemble or seek to access the source code or non-public APIs to the UnitedLayer’s Offerings, except to the extent expressly permitted by applicable law (and then only with

prior notice to UnitedLayer); (e) modify or create derivative works of the UnitedLayer’s Offerings; (f) copy any element of the UnitedLayer’s Offerings; or (g) remove, obscure or modify in any way any proprietary or other notices or attributions in the UnitedLayer’s Offerings. Without limiting the foregoing, Reseller may not market, advertise or resell the UnitedLayer’s Offerings through any online store, except to the extent such restriction is prohibited by applicable law.

- 2.11 **Training.** UnitedLayer shall provide training on the UnitedLayer Offerings and related documentation for the Reseller employees as described in applicable Service Order Form.
- 2.12 The rights granted to Reseller hereunder are non-exclusive and nothing under this Agreement will be deemed to prohibit UnitedLayer from entering into any reseller, end-user license, services or other agreement with any party anywhere in the world either during or after the Term.

3. FEES

- 3.1 For the license grant described in Section 2 above, the license fees payable shall be set forth in accordance with the terms of Service Order Form (the “**License Fees**”). Any and all other fees payable under this Agreement shall be billed and paid in accordance with the provisions of this Agreement (including any exhibits or agreements attached hereto).

Except as otherwise provided in this Agreement (including any exhibits or agreements attached hereto), Reseller shall pay in full all amounts that are due and payable under this Agreement within the time prescribed. Reseller will independently determine the pricing at which it offers the UnitedLayer’s Offerings to end user/customer. Reseller will be solely responsible for collecting all fees from end user/customer. Non-payment by end user/customer will not relieve Reseller of its obligation to pay Fees to UnitedLayer. UnitedLayer reserves the right to cancel or suspend provision of the UnitedLayer’s Offerings with respect to any end user/customer if it fails to receive payment from Reseller with respect to such end user/customer.

- 3.2 At Reseller's request, UnitedLayer may provide Professional services for additional training, configuration, consulting or custom modifications of the UnitedLayer’s Offerings that are not covered by this Agreement, or any exhibits or agreements attached hereto. Upon receiving the Reseller’s written request for any such services, UnitedLayer shall provide Reseller with a plan or proposal for the delivery of such services (including proposed pricing).
- 3.3 Reseller will maintain complete, clear and accurate records of its transactions and performance under this Agreement. Upon 10 days’ advance written notice, Reseller will permit UnitedLayer or its representative to audit Reseller’s records to ensure Reseller’s compliance with this Agreement. Any such audit will be conducted during normal business hours and in a manner designed to cause minimal impact on Reseller’s ordinary business activities. Reseller will maintain all records required under this Agreement for at least 3 years following expiration or termination of the Agreement.

4. REPRESENTATIONS AND WARRANTIES

- 4.1 Reseller represents and warrants that (a) it will represent UnitedLayer and the UnitedLayer’s Offerings in a positive and professional manner at all times; (b) it will not disparage the UnitedLayer’s Offerings; (c) it will not represent itself as an agent or employee of UnitedLayer; (d) it will not engage in any misleading, deceptive, illegal, or unethical conduct in connection with its performance under this Agreement; or (e) it will not make any representations, guarantees, warranties or commitments regarding the UnitedLayer’s Offerings: (i) in addition to or inconsistent with those in the product descriptions provided by UnitedLayer with respect to the UnitedLayer’s Offerings or (ii) on UnitedLayer’s behalf. If Reseller breaches this Section 4.2, without limiting its other remedies, UnitedLayer may terminate this Agreement with three (03) days’ prior notice.
- 4.2 Reseller represents and warrants that (a) it has the legal power and authority to enter into and perform its

obligations under this Agreement, (b) its execution and performance of this Agreement will not violate any other agreement to which it is a party, and (c) it will comply with all laws applicable to its business in connection with its performance under this Agreement, including Applicable Privacy and/or Data Protection Laws, Regulations and binding guidance that apply to the processing of Personal Data in connection with the respective Party’s performance under this Agreement or to the privacy of electronic communications, including but not limited to, the EU General Data Protection Regulation 2016/679 (“GDPR”), Directive 2002/58/EC, the California Consumer Privacy Act (“CCPA”), the California Privacy Rights Act (“CPRA”), when applicable, and any legislation or regulations implementing, replacing, amending or made pursuant to such laws, import and export compliance laws and regulations and Anti-Corruption Laws, and will not give, offer or promise any item of value to any official, person or entity in violation of Anti-Corruption Laws to abiding by all relevant laws and regulations concerning anti-bribery and anti-corruption, which includes, but is not limited to, the U.S Foreign Corrupt Practices Act of 1977 and the UK Bribery Act of 2010.

- 4.3 Reseller agrees to comply with all applicable laws and regulations administered by the U.S. Commerce Bureau of Industry and Security, U.S. Treasury Office of Foreign Assets Control or other governmental entity imposing export controls and trade sanctions (“Export Restrictions”), including designating countries, entities and persons (“Sanctions Targets”) in using the UnitedLayer’s Offerings. Without limiting the foregoing, Reseller represents and warrants that (i) it is not, and that it will not market or resell the UnitedLayer’s Offerings to any party that is, listed on any U.S. government list of prohibited or restricted parties or located in (or a national of) a country that is subject to a U.S. government embargo or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) it will not (and will not permit any of its users to) access or use the UnitedLayer’s Offerings in violation of any U.S. export embargo, prohibition or restriction or with any information controlled under the U.S. International Traffic in Arms Regulations. Reseller represents that it is not a Sanctions Target or prohibited under any applicable laws or regulations, including Export Restrictions.