

NUSEC PLATFORM TERMS AND END USER LICENSE AGREEMENT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AND WAIVER OF CLASS ACTION CLAUSE, AND WAIVER OF RIGHT TO A JURY TRIAL.

IMPORTANT—PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO OR USING THE NUSEC PLATFORM (“THE “PRODUCT”). BY SUBSCRIBING TO, ACCESSING OR USING THE PRODUCT OR BY CLICKING ON “I ACCEPT” BELOW, YOU ACKNOWLEDGE THAT 1) YOU HAVE READ THIS AGREEMENT, 2) YOU UNDERSTAND IT, AND 3) YOU AGREE TO THE TERMS HEREIN. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT SUBSCRIBE TO OR USE THE PRODUCT AND CLICK “DECLINE” BELOW.

This end-user license agreement is a legal contract between you, as either an individual or as a business entity, and: NuSEC LLC, a Delaware limited liability company with offices at 1255 Broad Street, Clifton, NJ 07013, United States, hereinafter referred to as “NuSEC.”

This end-user license agreement covers the following features, which are included and may be enabled at your option, as part of the NuSEC account: NuCDN, DNS, Website Security, Website Backup and Web Hosting.

In exchange for use of the Product, you agree as follows:

1. General

- 1.1. Grant of License. NuSEC grants you a limited, non-exclusive, non-transferable, and revocable license to download, install, or access and use on your computer network(s) the Product, including any documentation and files accompanying the Product. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of any software provided together with this Product. All rights not expressly granted herein are reserved to NuSEC. Any violation of this paragraph or other license terms shall result in automatic termination of the license grant and NuSEC may enforce its legal rights under any applicable law, including copyright and intellectual property laws.
- 1.2. Scope. The Product consists of the features as described on the NuSEC website and any current documentation. The Product may include store and tools sections for adding more modules and tools. The specific scope of the Product is in NuSEC’s sole discretion and may change without notice.
- 1.3. Access. The Product is provided via cloud services and may be accessed anywhere with proper credentials. You are responsible for providing and maintaining your network connections and for securing your passwords. You warrant that use of the Product complies with all applicable computer and network policies which you are using for access.

2. Limitations

- 2.1. Scope. The scope and extent of the Product are limited to the options selected by you when registering for the Product. NuSEC provides the Product in any manner it sees fit. NuSEC may modify the scope, type, and access to the Product without notice. The Product does not cover restoration of the Product, repair the Product, lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal files. NuSEC does not guarantee against the loss of any file, information, or data. Unless your subscription to the Product states otherwise, you are solely responsible for backing up and safely storing its data, information, and files. You shall (1) obtain and pay for all

equipment and third-party product required to use and receive the Product and (2) be responsible for all content on both your computer and network.

2.2. Quality of Product. NuSEC provides the Product using commercially reasonable efforts. NuSEC does not represent that commercially reasonable efforts will optimally configure a network or provide you with any significant energy or cost savings.

2.3. Compliance with Laws. You shall comply with all laws, regulations, and other restrictions when using the Product, including any applicable data collection, privacy, and export control laws or regulations. You may not use the Product to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) cause NuSEC or a third party distress, annoyance, denial of any service, disruption or inconvenience, or 3) send or receive unsolicited bulk correspondence.

3. **Ownership.** NuSEC retains its rights at all times over the Product, including its ownership or licensed rights in any software or intellectual property accompanying the Product. You shall not use NuSEC's trademarks except with NuSEC's prior written consent.

4. **Promotions**

4.1. Terms. NuSEC occasionally offers promotions and special offers ("Promotion") such as free trials. NuSEC may terminate a Promotion at any time. If you subscribe to the Product during a Promotion, you are bound by the terms of the Promotion as set forth on the advertisement or web page of the Promotion.

5. **Term and Termination**

5.1. Term. This agreement is effective as indicated in any applicable purchase order, unless terminated by you or by NuSEC. If this is a paid Product, you may only use paid Products during the period for which you have paid the subscription fee or as indicated on any applicable purchase order. The subscription may be renewed by paying an additional license fee as set forth on the NuSEC website.

5.2. Termination by You. For free software, you may terminate this agreement at any time by removing all copies of the software in your possession or under your control. All paid Products may be terminated by removing all copies of any related software and notifying NuSEC of your intent to terminate this agreement. Notification of termination must be sent by email to support@NuSEC.com. Your termination will be effective upon NuSEC's receipt and processing of the email. Processing may take up to 24 hours.

5.3. Termination by NuSEC. NuSEC may terminate this agreement at any time by posting notice of the termination on its website or sending an email to the address provided during your registration for the Products. NuSEC may monitor its systems for excessive consumption of network resources and may take technical or other remedies deemed necessary to prevent or eliminate any excessive consumption. If NuSEC deems your use to be excessive, NuSEC may, with email notice, terminate your account or adjust the price of the Products. Violation of the license granted in paragraph 1.1 results in automatic termination of the license and this agreement with all rights reverting back to NuSEC.

5.4. Events Upon Termination. Upon termination, you must immediately cease using the Products and delete all copies of any related software found on your computer and any backup copies made. Upon termination, NuSEC may disable further use of the Products without further notice and may delete, remove, and erase any account information, any backup data stored by NuSEC, and any other information stored or collected by NuSEC. Such deletions are in NuSEC's sole discretion and may occur without notice to you. No refunds shall be given for any reason.

6. Warranty Disclaimers and Limitations on Liability

- 6.1. Internet. You acknowledge that the Product is subject to the operation and telecommunications infrastructures of the Internet and your network and that the operation of the Internet and your network connections are all beyond NuSEC's control.
- 6.2. Warranty Disclaimer; Assumption of Risk. YOU ACKNOWLEDGE THAT NUSEC PROVIDES THE PRODUCT "AS IS" AND "AS AVAILABLE". NUSEC EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE PRODUCT AND RELATED SOFTWARE. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. NUSEC DOES NOT GUARANTEE THAT 1) THE PRODUCT WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE PRODUCT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY OF THE PRODUCT.
- 6.3. Damage Limitation. YOU WAIVE ALL LIABILITY OF NUSEC AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS, REVENUE, USE, OR DATA AND APPLIES EVEN IF NUSEC IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this agreement have been breached or proven ineffective.
- 6.4. Data Transfer. ALL MATERIAL AND/OR DATA DOWNLOADED OR OBTAINED THROUGH THE SERVICES IS AT YOUR OWN RISK. YOU ARE SOLELY RESPONSIBLE FOR THE USE OR YOUR POSSESSION OF SUCH DATA OR MATERIAL. NUSEC DOES NOT ACTIVELY MONITOR ANY INFORMATION OR MATERIAL TRANSFERRED THROUGH ITS SERVICES AND CANNOT WARRANT THE CONTENT OF SUCH MATERIAL OR DATA. COMMUNICATIONS AND DATA RETURNED TO YOU FROM NUSEC'S SERVERS IS SENT TO RECIPIENT IN ITS ORIGINAL STATE AND NOT NECESSARILY ENCRYPTED. NUSEC EXPRESSLY DISCLAIMS ANY ASSURANCE OR GUARANTEE OF ENCRYPTION OF COMMUNICATIONS AND DATA DURING TRANSFER.
- 6.5. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply only to the maximum extent allowed by law.

7. Remedy

- 7.1. Limitation on Actions. Except for actions and claims related to a party's indemnification and confidentiality obligations, all claims and actions arising from this agreement must be brought within one (1) year from the date when the cause of action occurred.
- 7.2. Remedy. Your sole remedy for a defect in the Product is to have NuSEC attempt to cure the defect. NuSEC is not obligated to correct a defect if (i) the Product was misused, damaged, or modified, (ii) you did not promptly report the defect to NuSEC, or (iii) you have breached any provision of this agreement.

8. Privacy and Permissions

8.1. Privacy Policy. NuSEC shall follow the privacy policy posted at its website when using collected personal information. NuSEC may revise its privacy policy without notice by posting the amended privacy policy on the NuSEC website. You shall periodically review the website to be aware of changes.

8.2. Communication. NuSEC may send you communications regarding your account, the Product, or its other products. By accepting this agreement, you consent to receiving marketing material from NuSEC. You may withdraw this consent later and opt-out of receiving communication by unsubscribing from emails you receive.

The Product has a unified notification ability where module notifications may be monitored over the Product's platform.

8.3. Data Collection. NuSEC may collect any information necessary to ensure your compliance with this agreement. NuSEC may also collect non-personally identifiable information about your use of the Product. NuSEC may monitor and create logs relating to the Product usage, for improving customer service, internal training, and internal market research. NuSEC may disclose these logs and any other information to satisfy any law, regulation or other governmental request, to operate the Product properly, or to protect ourselves and/or NuSEC's customers.

NuSEC specifically collects: User's email address, User's website's FTP connection details. User's website's database connection details; Website content, database content.

8.4. Permissions. Upon acceptance by you, information collected by the Product will include (if you provide): company and contact name, phone, email, geo-location, such as zip code, and industry for the purpose of providing offers and promotions regarding other NuSEC products and services.

If you desire to opt-out of this module, please write to: support@NuSEC.com to disable access.

For newly created accounts, remote access for NuSEC is enabled by default for immediate support by sales engineers. Users may disable this feature at any time and should disable after initial account set up.

9. **Arbitration.** The laws of the state of New Jersey, USA, govern the interpretation, construction, and enforcement of this Agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association if you are located in the United States, or by the International Chamber of Commerce if you are located outside of the United States, in accordance with their respective Arbitration Rules, with the venue in Clifton, NJ, USA and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitration shall be conducted in English. Either party may appear before the panel by telephone.

WAIVER OF CLASS ACTIONS AND CLASS ARBITRATIONS.

YOU AND NUSEC AGREE THAT ANY PROCEEDINGS TO RESOLVE OR LITIGATE ANY DISPUTE IN ANY FORUM WILL BE CONDUCTED SOLELY ON AN INDIVIDUAL BASIS. NEITHER YOU NOR NUSEC WILL SEEK TO HAVE ANY DISPUTE HEARD AS A FEDERAL OR STATE CLASS ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR IN ANY OTHER PROCEEDING IN WHICH EITHER PARTY ACTS OR PROPOSES TO ACT IN A REPRESENTATIVE CAPACITY. NO ARBITRATION OR PROCEEDING WILL BE

COMBINED WITH ANOTHER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES TO ALL AFFECTED ARBITRATION OR PROCEEDINGS.

10. Miscellaneous

- 10.1. Independent Contractors. No party shall have any authority to act or bind the other party in any way, or to represent that it has such authority. The parties are acting as independent contractors and not as agents, partners, or employees of each other. Neither party has the power to bind or obligate the other party and each party is responsible for its own expenses and employees.
- 10.2. Notices. You shall send all notices to NuSEC by first class mail, return receipt requested, in English writing to NuSEC LLC, 1255 Broad Street, Clifton, NJ 07013, United States. NuSEC shall send all notices to the email address listed in your account.
- 10.3. Entire Agreement. With respect to the Product, this agreement is the entire understanding of the parties and supersedes all other agreements that may exist between the parties. The parties may execute one or more counterparts of the agreement, each of which will be deemed an original copy of the agreement. Section headings in this agreement are for reference and convenience only and are not part of the interpretation of the agreement.
- 10.4. Modifications. NuSEC may modify this agreement by posting an updated copy of the agreement on its website. NuSEC may also amend its website and pricing without notice. You may not modify this agreement unless the modification is signed by NuSEC. NuSEC may modify, supplement, or discontinue the Product, in whole or in part, without notice.
- 10.5. Waiver. A party's failure to enforce a provision of this agreement will not waive the party's right to enforce the same provision later or right to enforce any other provision of this agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 10.6. Force Majeure and Internet Frailties. Neither party will be liable for a delay or failure to perform an obligation to the extent that the delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.
- 10.7. Governing Law. The laws of the state of New Jersey, USA, govern the interpretation, construction, and enforcement of this agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this agreement and are specifically excluded.
- 10.8. Assignment. You may not assign any of your rights or obligations under this agreement. Any transfer without NuSEC's consent is void. NuSEC may assign its rights and obligations without your consent.
- 10.9. Severability. Any provision determined invalid or unenforceable by rule of law will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of the agreement remains valid and enforceable.

- 10.10. Survival. All provisions of the agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of the agreement.
- 10.11. Rights of Third Parties. There are no third party beneficiaries under the agreement.

11. Acceptance

BY CLICKING "I ACCEPT", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND ACCEPT THE PRODUCT'S FUNCTIONS. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT ACCEPT THIS AGREEMENT AND THE PRODUCT'S FUNCTIONS.

Schedule A
Included Software and Licenses

The following third party software is distributed with, and is provided under, other licenses and/or has source available from other locations.

MIT License

<https://opensource.org/licenses/MIT>

Apache 2.0

<https://www.apache.org/licenses/LICENSE-2.0>

BSD 3 Clause

<https://opensource.org/licenses/BSD-3-Clause>

ISC License

<https://opensource.org/licenses/ISC>

OFL 1.1 License

<https://opensource.org/licenses/OFL-1.1>