

WEBGAP

WEBGAP Terms Of Service

By subscribing to the WEBGAP Remote browser Service (“Service”) you agree to abide by these terms of service. The terms of this Agreement are as follows:

This Terms Of Service Agreement (the “Agreement”) is between WEBGAP INC with its principal place of business at 30 North Gould Street, Suite R, Sheridan, Wyoming 82801, United States (“WEBGAP”) and subscribers to the WEBGAP Remote Browser Service (“Subscriber”), each a party to this Agreement.

Section 1 - Definitions

In addition to terms defined elsewhere in this Agreement, the following terms will have the following specified meanings:

“**Administrative User**” means an End User designated by the Subscriber who is authorized to have administrative access and control of the WEBGAP Remote Browser Platform.

“**Subscriber Data**” means any and all electronic data or information, including software developed by a party other than WEBGAP (“External Software”), submitted to, uploaded to, or stored in the Service by End Users.

“**Documentation**” means the applicable written reference information in electronic form provided with the Service as may be updated by WEBGAP from time to time.

“End User” means an individual who is authorized and identified by the Subscriber to use the WEBGAP Remote Browser Service. End Users may be employees, independent contractors engaged to be End Users on behalf of the Subscriber and the Subscriber is responsible for each End User’s compliance with this Agreement.

“End User Device” means the End User device (e.g. laptop, tablet, PC, mobile phone) with which the End User accesses the WEBGAP Remote Browser Service.

“Effective Date” means the the date the Subscriber begins the use of the WEBGAP Remote Browser Service and thereby accepts this Agreement.

“Fees” means the amounts payable by the Subscriber to WEBGAP for Services or other agreed upon charges as stated in the applicable Order Form.

“Infrastructure as a Service” (or **“IaaS”**) means scalable, on-demand computing services provided over the Internet for purposes of processing, data storage, application usage, and networking (also known as a form of cloud services).

“Intellectual Property Rights” means any and all patents, copyrights, trademarks, trade secrets and any other form of intellectual property rights recognized in any jurisdiction, including applications and registrations for any of the foregoing.

“Laws” means all applicable laws, regulations, statutes, rules, orders and other requirements of any applicable governmental authority.

“Malicious Code” means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents programs, or the like.

“Online Product Services” means subscriptions which provide access to the WEBGAP Remote Browser Platform or other designated applications, including, without limitation, WEBGAP mobile and/or desktop applications.

“Order Form” means the ordering documents or process for the Subscribers purchase of Services and subscriptions to the WEBGAP Remote Browser Service hereunder. Orders will be deemed accepted by WEBGAP upon the earlier of when the requested access to the WEBGAP Remote Browser Platform has been provisioned by WEBGAP or when WEBGAP otherwise informs the Subscriber in writing of WEBGAP’s acceptance of such Order (**“Order Form Effective Date”**).

“Purchased Services” means services that the Subscriber obtained from WEBGAP, including the WEBGAP Remote Browser Service, Technical Support and additional services, such as installation, implementation, and training services.

“Subscription Term” means the subscription term for the Online Product Services specified in an Order Form, or via a ‘self-service’ purchase on the WEBGAP website.

“Taxes” means taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction.

“Third Party Software” means third party software that is embedded in or otherwise provided with the WEBGAB Remote Browser Service.

“WEBGAP Remote Browser Service” means the managed and hosted remote browser service provided by WEBGAP and/or portions thereof.

“WEBGAP Admin Control” means the generally available and implemented modules of WEBGAP’s proprietary software, including updates thereto, that is accessible through a web browser and, as and when such functionality is made available by WEBGAP in its sole discretion, allow the Subscriber’s Administrative Users to configure, manage and monitor the remote browser proprietary software and applications for which the Subscriber has purchased services.

“WEBGAP Remote Browser” means a user interface individually configured for each End User and accessed through a unique login identifier. The **“WEBGAP Remote Browser”** connects the End User via that interface to the public internet. The

WEBGAP Remote Browser is a browser user interface hosted on WEBGAP servers, instead of being installed on the End Users local machine.

“**WEBGAP Remote Browser Platform**” means, collectively: 1) WEBGAP Admin Control, 2) WEBGAP Remote Browser; and 3) other WEBGAP proprietary software required for enabling the WEBGAP Remote Browser Service.

Section 2 - WEBGAP Offerings

The Subscriber’s Purchased Services under this Agreement are specified in the Order Form. WEBGAP offers the following services for purchase (“WEBGAP Services”):

2.1 WEBGAP Remote Browser Platform Infrastructure

WEBGAP provides access and subscriptions to the WEBGAP Remote Browser Platform. WEBGAP reserves the right to contract with different IaaS providers in order to deliver the WEBGAP Remote Browser Platform.

2.2 Management Services

Upon written agreement of the parties as reflected in an Order Form, WEBGAP will execute Management Services on behalf of the Subscriber as described in the respective Order Form or a mutually executed statement of work referencing this Agreement. Such Management Services may pertain to the operation of the WEBGAP Remote Browser Platform, including assisting with interoperability issues among the WEBGAP Remote Browser and/or the browser/device used by the Subscriber. Fees for such Management services will be set forth in an Order Form.

2.3 Professional Services

Upon written agreement of the parties as reflected in an Order Form, WEBGAP will perform implementation services for the Subscriber as described in the respective Order Form or a mutually executed statement of work referencing this Agreement (“Implementation Services”). Such Professional Services may be performed remotely and fees for the Professional Services will be set forth in an Order Form.

2.4 Training Services

WEBGAP will provide training for Administrative Users, as identified in an applicable

Order Form, to perform administrative functions necessary for the set-up and maintenance of accounts for End Users' access and utilization of the Online Product Services ("End User Accounts") and configuration of the End User Accounts. Training Services will also include instruction provided to Administrative Users regarding the functionality and interoperability of the Online Product Services.

2.5 Support Services and Service Levels

In the event WEBGAP is unable to resolve inquiries placed by a Subscriber's End User regarding the operation of the Online Product Services generally or an incident requiring technical support (each an "Incident"), WEBGAP will provide certain levels of support for the resolving of the Incident. Support Services will be provided remotely and are posted with their service levels in the WEBGAP SLA.

Section 3 - WEBGAP Obligations

3.1. Implementation of the Online Product Services

WEBGAP will be responsible for deploying access to and use of the WEBGAP Remote Browser Service to the End User Devices. Unless specified in the Order Form, WEBGAP will not perform Implementation Services, including effectuating integration and interoperability between the WEBGAP Remote Browser Services and software products and services of third parties that are utilized by the Subscriber but not provided under this Agreement.

3.2. Training of End Users.

The Subscriber is responsible for conducting training to assure that End Users are able to use the WEBGAP Remote Browser Service unless the Subscriber has purchased Training Services from WEBGAP as described in the Order Form.

3.3. Compliance with this Agreement.

The Subscriber is responsible for End Users' compliance with the terms of this Agreement and all applicable laws. Any violation by the Subscriber or the Subscriber's End Users of the terms of this Agreement constitutes the Subscriber's material breach of the Agreement. In the event of the Subscriber's or an End User's violation of the terms of the Agreement, WEBGAP may immediately suspend or terminate the Agreement and access to the WEBGAP Remote Browser Platform.

3.4. First Response to Incidents.

In the event of an Incident submitted by a Subscriber's End User, the Subscriber will have the obligation to provide the necessary response directly to the End User, the Subscriber must exercise utmost diligence in its efforts to resolve Incidents.

3.5. External Software.

The Subscriber is responsible for any software, product or service that a third party licenses, sells or makes available that the Subscriber uses in conjunction with WEBGAP Remote Browser Services. The Subscriber's use of that software, product or service is governed by separate terms between the Subscriber and that third party. WEBGAP is not a party to and is not bound by any of those separate terms. The Subscriber represents and warrants that the Subscriber's use of the WEBGAP Remote Browser Service does not and will not violate any third-party rights, including any Intellectual Property Rights, and rights of publicity and privacy. The Subscriber will ensure that the Subscriber's use of the WEBGAP Remote Browser Services, including in relation to External Software, complies at all times with Subscriber's privacy policies and all applicable laws and regulations.

3.6. Subscriber Data.

WEBGAP is not responsible for the backup of Subscriber Data on any part of the WEBGAP Remote Browser Platform and may not be liable for any change or alteration of Subscriber data. Upon termination or expiration of a Subscription Term, all Subscriber Data stored in the WEBGAP Remote Browser Platform for that Subscription will immediately be deleted and the Subscriber agrees that it is the Subscriber's responsibility to take appropriate measures to retain backup copies of the Subscriber Data outside of the WEBGAP Remote Browser Service prior to termination or expiration of the applicable Subscription Term.

Section 4 - License, Use and Restrictions

4.1. License Grant.

(a) **WEBGAP Remote Browser Platform** - During the Subscription Term, subject to the terms and conditions of this Agreement, the applicable Order Form and the

Subscriber's payment of Fees, WEBGAP hereby grants to the Subscriber a worldwide, nonexclusive, non-transferable, non-sublicensable, limited, revocable license, solely for the Subscriber's purposes to permit the number of End Users and the Capacity (defined in the applicable Order Form) of the respective Remote Browser Service as designated on an Order Form, to: 1) use the Remote Browser Service on the End Users' designated End User Devices; (2) access and use the WEBGAP Remote Browser Platform and other WEBGAP proprietary software for use in the WEBGAP Remote Browser Service as described in the Purchased Services on the applicable Order Form; and 3) access and use the WEBGAP Remote Browser Platform in connection with the administration of the WEBGAP Remote Browser Service. For Named End Users, End User subscriptions are for designated End Users and cannot be shared or used by more than one named End User but may be reassigned by the Subscriber via WEBGAP Admin Control to new End Users replacing former End Users who no longer require use of the respective WEBGAP Remote browser Services. A Concurrent End User will be assigned to a pool of resources which if busy will not be able to accommodate usage by an additional End User until the busy condition is resolved.

(b) *Restrictions on Use of WEBGAP Remote Browser Services* - The Subscriber shall use the WEBGAP Remote Browser Service solely for the Subscriber's internet browsing purposes, in compliance with all applicable Laws, and shall not: (i) sell, resell, rent, lease, sublicense, distribute, lease, time-share, decompile, reverse engineer or reverse assemble, modify, translate or create derivative works of the WEBGAP Remote Browser Services or any functionality that is made available through the WEBGAP Remote Browser Platform or attempt to discover any source code or underlying ideas or algorithms of the WEBGAP Remote Browser Platform; (ii) make the WEBGAP Remote Browser Services available to any third party that is not an End User of the WEBGAP Remote Browser Services under this Agreement or make available to any third party any information or functionality that is made available through the WEBGAP Remote Browser Services; (iii) send through or store infringing or unlawful material in or using the WEBGAP Remote Browser Services; (iv) knowingly send through or store Malicious Code in or using the WEBGAP Remote Browser Services; (v) attempt to gain unauthorized access to, or disrupt or interfere with the integrity or performance of, the WEBGAP Remote Browser Services, any part thereof, or the data contained therein; (vi) access or use the WEBGAP Remote Browser Services for the purpose of building a competitive product or service or copying its features, functions, graphics or user interface or otherwise using or exploiting any intellectual property rights of WEBGAP underlying the WEBGAP Remote Browser Services in a manner that is not authorized herein; or (vii) use the WEBGAP Remote Browser Services, or permit either to be used, for purposes of product evaluation, benchmarking or other comparative or competitive analysis

intended for publication without WEBGAP's prior written consent. The Documentation may include additional restrictions or limitations to the use of the WEBGAP Remote Browser Services, and the Subscriber agrees to comply with any such restrictions or limitations. In the event of a conflict between the Documentation and this Agreement, this Agreement shall control. WEBGAP reserves the right to immediately suspend the Subscriber's access to and use of the WEBGAP Remote Browser Services if WEBGAP determines, in its reasonable discretion, that the Subscriber is violating (or has violated) any of the provisions set forth in this Section.

(c) ***Deliverables*** - To the extent any software, hardware, documentation or other tangible deliverables results from Implementation Services, Training Services, and/or Management Services ("Deliverables"), as between WEBGAP and the Subscriber, such Deliverables and all Intellectual Property Rights therein remain the exclusive property of WEBGAP. WEBGAP grants the Subscriber a limited, personal, revocable, non-transferable, non-sublicensable, non-exclusive license during the Subscription Term to use the Deliverables for the Subscriber's web browsing purposes solely in connection with Subscriber's use of the WEBGAP Remote Browser Services.

4.2. Subscriber Use of WEBGAP Admin Control - Through the use of WEBGAP Admin Control, the Subscriber will configure, manage and monitor the WEBGAP proprietary software applications which are a part of the Purchased Services. WEBGAP Admin Control will provide an administration capability allowing Administrative Users to add and delete End Users, set and modify associated access and security policies, and administer url black and white lists, as further described in the associated Documentation. The Subscriber is responsible (i) for administering End User names and passwords and for all activities conducted under the Subscriber's End Users' usernames and passwords; (ii) for the Subscriber's End Users' compliance with this Agreement and the end user terms of use for all Online Product Services; (iii) for the content, accuracy, quality, integrity and legality of the Subscriber's Data and of the means by which the Subscriber acquired the Subscriber Data; (iv) for using commercially reasonable efforts to prevent unauthorized access to or use of the WEBGAP Remote Browser Services and notifying WEBGAP promptly of any such unauthorized access or use; and (v) for any third party products or services used or exchanged by the Subscriber in connection with the Purchased Services. An End User can access the WEBGAP Remote Browser Service using a web browser on the End User's End User Device. Through the WEBGAP Admin Control, an Administrative User will allow an End User to access the WEBGAP Remote Browser Service as identified in the applicable Order Form via a web browser on the End User Device after authorizing that End User's email address. The End User's use of the WEBGAP Remote Browser Services is subject at all times to the terms of this Agreement,

including without limitation the terms of Section 4. Subscriber's or End User's failure to comply with any terms of Section 4 will result in Subscriber's material breach of the Agreement.

4.3. Rights Reserved - All rights or licenses not expressly granted herein are reserved.

4.4. No High Risk Use - End Users are prohibited from using the Purchased Services in any application or situation where their failure could lead to death or serious bodily injury of any person, or to severe physical, financial or environmental damage ("High Risk Use"). The Subscriber alone bears all liability arising of or related to High Risk Use.

Section 5 - Fees and Payment

5.1. Fees - During the Subscription Term, the Subscriber shall be responsible for Fees specified in the applicable Order Form. Except as otherwise specified herein or in an Order Form: (a) Fees are quoted and payable in United States dollars; and (b) the Subscriber's obligation to pay all Fees is non-cancelable, and Fees paid are non-refundable. Upon automatic renewal of a Subscription Term the fees due for the Purchased Services on the applicable Order Form will be the then-current list prices published by WEBGAP.

5.2. Fee Increases - In the event that the parties mutually agree in writing to any extension of a Subscription Term or upgrade in the Purchased Services, the Subscriber shall be responsible for issuing payment to WEBGAP based upon the then-current list price for such extension or services upgrade, unless otherwise set forth in the applicable Order Form. Notwithstanding the foregoing, the Subscriber acknowledges that WEBGAP may, from time to time, add additional services, upgrades, features or functionality to the WEBGAP Remote Browser Service that WEBGAP does not make generally available without payment of additional Fees, and that the Subscriber's access to and use of such additional services, upgrades, features and functionality may require payment by the Subscriber of additional Fees.

5.3. Invoicing and Payment Terms - All Fees payable to WEBGAP under this Agreement shall be set forth in an invoice in accordance with the terms and

conditions set forth in this Section. Manner of Payment shall be specified in the Order Form. All fees shall be paid in U.S. dollars. If the Subscriber is making payments for Fees via credit card, the Subscriber shall provide accurate payment information, and the Subscriber hereby authorizes WEBGAP to charge such credit card for all Fees in an applicable Order Form for the initial Subscription Term and any renewal thereof. In the event that the Subscriber chooses a non-automatic charging method, the Subscriber shall pay all Fees via credit card or by other means specified by WEBGAP in an applicable Order Form within seven (7) days of the date of the applicable invoice issued by WEBGAP or within such period as otherwise specified in the applicable Order Form. Such payment shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. In the event the Subscriber disputes in good faith any invoiced Fees, the Subscriber will provide written notice of the disputed amount within seven (7) days of receiving such invoice and timely pay any undisputed portion of such invoice. The parties will cooperate in good faith to resolve any disputed invoice or portion thereof within 7 days of notice of dispute. If the Subscriber has elected to pay Fees via credit card and the credit card is charged back to WEBGAP, or if any Fees invoiced to the Subscriber are not paid within seven (7) days of invoice, WEBGAP may: (i) with respect to chargebacks, cease charging the Subscriber's credit card and invoice the Subscriber for the amount charged back and any future Fees; (ii) accelerate the payment of any Fees payable; (iii) immediately suspend the WEBGAP Remote Browser Service until payment is made; (iv) impose a late payment charge of the lower of one and one half percent (1.5%) per month and the highest interest rate permitted by applicable law; and/or (v) immediately terminate the *applicable* Order Form for which Fees were due and/or terminate this Agreement.

5.4. Taxes - Unless otherwise stated in an Order Form or invoice, the Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). The Subscriber is responsible for paying all Taxes (except those based on WEBGAP's income) associated with the WEBGAP Remote Browser Service or other Services purchased hereunder, and will pay, indemnify and hold WEBGAP harmless from any Taxes and any costs associated with the collection or withholding thereof, including penalties and interest.

Section 6 - Intellectual Property Ownership and Consent to Use of Data

6.1. Intellectual Property Ownership. As between the parties and subject to the license grants under this Agreement, WEBGAP shall own and retain all right, title, and interest in and to the WEBGAP Remote Browser Platform (and all information made available through the WEBGAP Remote Browser Services (excluding Subscriber Data)), and all Intellectual Property Rights in and to any of the foregoing.

6.2. Feedback - The Subscriber hereby agrees to assign and hereby does assign to WEBGAP all Intellectual Property Rights in and to any suggestions, enhancement requests, recommendations or other feedback provided by the Subscriber or its Administrative Users or End Users relating to the WEBGAP Remote Browser Service or any aspect thereof.

6.3. Consent to Use of Data - The Subscriber grants and agrees to grant WEBGAP (a) a non-exclusive, royalty-free license during the Subscription Term to use the Subscriber Data, including technical information about the device on which the WEBGAP Remote Browser Service is accessed, solely to facilitate the provision of the Purchased Services and provide Implementation Services (if any), product support and other services to the Subscriber related to the WEBGAP Remote Browser Service, and (b) a non-exclusive, royalty-free perpetual license to use the Subscriber Data for statistical, analytical and other aggregate non-personally identifiable use.

Section 7 - Representations and Warranties

7.1. Subscriber Warranties - The Subscriber represents and warrants that the Subscriber (i) shall not infringe the Intellectual Property Rights of any third party; (ii) will maintain in force and will comply with all applicable Agreements at all times during the Subscription Term; and (iii) will comply with all applicable employment data privacy and protection laws, including without limitation any required notifications to End Users, and others while using the WEBGAP Remote Browser Service and collecting, maintaining and handling personal data and (iv) will comply with Content Obligations.

7.2. WEBGAP Warranties - WEBGAP represents and warrants that (i) Implementation Services, and Support Services will be performed in a professional and workmanlike

manner; and (ii) for thirty (30) days from the date of delivery to the Subscriber (“WEBGAP Platform Warranty Period”), the WEBGAP Remote Browser Platform, when used in accordance with the Documentation and the terms of this Agreement, will perform in material conformance with the applicable Documentation; and (iii) the WEBGAP Platform will comply with Third Party Software licenses.

7.3. The Subscriber’s sole and exclusive remedies, and WEBGAP’s sole and exclusive obligations, for breach of the warranties set forth in Section 7.2 are as follows: (a) if the Subscriber promptly notifies WEBGAP of a breach of the warranty set forth in Section 7.2(i), WEBGAP will promptly reperform such Implementation Services or Support Services, as applicable, at no additional cost to the Subscriber, and (b) if the Subscriber notifies WEBGAP of a breach of the warranty set forth in Section 7.2(ii) within the WEBGAP Platform Warranty Period, WEBGAP will either fix the WEBGAP proprietary software applications to remedy the defect or terminate the applicable Order Form and (i) if the subscription to the WEBGAP Remote Browser Service was purchased directly from WEBGAP, provide the Subscriber with a pro-rata refund of any pre-paid Fees for the remainder of the Subscription Term and (ii) if the subscription for the WEBGAP Remote Browser Service was purchased through a reseller, promptly provide a certification to such reseller that the Subscriber is qualified for a pro rata refund. The warranties set forth in Section 7.2 are null and void to the extent any WEBGAP proprietary software application: (i) fails to conform with this warranty as a result of its use with any External Software or third party hardware; or (ii) is used for an unintended purpose, is used other than in accordance with its Documentation, or is otherwise used in breach of this Agreement.

7.4. No Warranty - EXCEPT AS PROVIDED IN THIS SECTION 7, THE WEBGAP PURCHASED SERVICES, ARE PROVIDED “AS IS” WITHOUT ANY EXPRESS OR IMPLIED WARRANTY OF ANY KIND. EXCEPT AS EXPRESSLY PROVIDED HEREIN, WEBGAP MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR WARRANTIES THAT MAY ARISE BY OPERATION OF LAW. WITHOUT LIMITING THE FOREGOING, WEBGAP DOES NOT WARRANT THAT THE WEBGAP REMOTE BROWSER SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. The Subscriber assumes total responsibility and risk for the Subscriber’s use of the WEBGAP Remote Browser Service. The WEBGAP Remote Browser Services are provided on an “as available” basis, and WEBGAP will not be responsible for any loss of Subscriber Data or any data related thereto.

7.5. New Releases of Existing Products - The Subscriber acknowledges and agrees that WEBGAP may modify or release new versions of any item of the Online Product Services. Specifically, the Subscriber acknowledges and agrees that WEBGAP may modify or release a new version of components of the WEBGAP Remote Browser Service at any time and for any reason. WEBGAP reserves the right to add new features or functionality to, or remove existing features or functionality from, the WEBGAP Remote Browser Service.

Section 8 - Confidentiality and Subscriber Data

8.1. Confidentiality - As used herein, “Confidential Information” means all confidential and proprietary information of either party, whether oral or written, that is designated or identified as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including the terms and conditions of this Agreement, the WEBGAP Remote Browser Service, End User business plans, Subscriber Data, technical information, product designs, trade secrets and business processes. Confidential Information shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party without restriction on use or disclosure prior to its disclosure by the receiving party; (iii) was independently developed by the receiving party without breach of any obligation owed to the disclosing party as evidenced by documentation; or (iv) is rightfully received from a third party without restriction on use or disclosure.

8.2. The receiving party shall not use or disclose any Confidential Information other than to exercise its rights and/or perform its obligations under this Agreement, except with the disclosing party’s prior written consent or as otherwise required by law or legal process. Notwithstanding the foregoing, the receiving party may disclose Confidential Information to its Affiliates or other agents who have a bona fide need to know such Confidential Information; provided, that each such Affiliate or agent is bound by confidentiality obligations at least as protective as those set forth herein. The receiving party shall protect the confidentiality of the Confidential Information in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care). The receiving party shall promptly notify WEBGAP if it becomes aware of any actual or reasonably suspected breach of confidentiality of Confidential Information.

8.3. If the receiving party is compelled by law or legal process to disclose Confidential Information, it shall provide the disclosing party with prompt prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's expense, if the disclosing party wishes to contest the disclosure.

8.4. If the receiving party discloses (or threatens to disclose) any Confidential Information in breach of this Section, the disclosing party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being acknowledged by the parties that any other available remedies may be inadequate.

8.5. Upon any termination of this Agreement, the receiving party shall continue to maintain the confidentiality of the Confidential Information for five (5) years and, upon request, return to the disclosing party or destroy (at the disclosing party's election) all materials containing such Confidential Information, with the exception of information required to be retained by law or for internal archival and procedural purposes, provided that Subscriber's final export of Subscriber Data shall be conducted in accordance with this Agreement. Notwithstanding the foregoing, any Confidential Information relating to a trade secret of a party shall be maintained as confidential by the other party for so long as such Confidential Information remains protected as a trade secret.

8.6. Subscriber Data - The Subscriber is solely responsible for the content of all Subscriber Data. The Subscriber will secure and maintain all rights in the Subscriber Data necessary for WEBGAP to provide the Purchased Services to the Subscriber without violating the rights of any third party or otherwise obligating WEBGAP to the Subscriber or to any third party. WEBGAP does not and will not assume any obligations with respect to the Subscriber Data or to the Subscriber's use of the WEBGAP Remote Browser Service other than as expressly set forth in this agreement or as required by applicable law. WEBGAP will use Subscriber Data only to provide the Subscriber with the Purchased Services, including for purposes compatible with the provision of such services. WEBGAP does not acquire any rights in the Subscriber Data except for the grant of rights necessary for WEBGAP to provide the Purchased Services to the Subscriber. The foregoing does not affect WEBGAP's intellectual property ownership rights under Section 6.

Section 9 - Indemnification

9.1. Subscriber Indemnification - The Subscriber agrees to defend, indemnify and hold WEBGAP and its employees, contractors and agents harmless from and against any and all actual or threatened third party claims, suits, actions or proceedings (collectively, "WEBGAP Claims"), including all related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to a WEBGAP Claim that (i) the Subscriber Data or WEBGAP's transmission, providing of access, hosting, or otherwise processing thereof infringes or violates the Intellectual Property Rights of such third party; (ii) Subscriber's use of the WEBGAP Remote Browser Service in violation of this Agreement or violates the rights of such third party; (iii) Subscriber's failure to comply with applicable Laws (including without limitation all applicable data privacy and protection laws (including, without limitation, any required notifications to End Users)), rules or regulations in its performance of this Agreement; or (iv) violation of the High Risk Use prohibition under Section 4.3 of this Agreement. The Subscriber shall pay WEBGAP any damages and costs and expenses (including reasonable legal fees) incurred by WEBGAP that are directly attributable to such WEBGAP Claim.

9.2. WEBGAP Indemnification - WEBGAP agrees to defend, indemnify and hold the Subscriber and its employees, contractors and agents harmless from and against any and all actual or threatened third party claims, suits, actions or proceedings (collectively "Subscriber Claims", including all related damages, payments, deficiencies, fines, judgments, settlements, liabilities, losses, costs and expenses (including but not limited to reasonable attorneys' fees) arising out of or relating to a Subscriber Claim that Subscriber's, or an End User's use of the WEBGAP Remote Browser Platform as permitted hereunder infringes or misappropriates the Intellectual Property Rights of a third party. Notwithstanding the foregoing, WEBGAP shall have no such indemnification obligation under this Section, to the extent such infringement or misappropriation is related to or arises from: (i) Subscriber's use of the WEBGAP Remote Browser Platform, or any part thereof, with software, data products, processes, or materials not provided or authorized by WEBGAP (including, without limitation, Subscriber Data) and the infringement or misappropriation would not have occurred but for such use with other software, data products, processes, or materials (including the Subscriber Data); (ii) modifications to the WEBGAP Remote Browser Platform made by the Subscriber (including Administrative Users and/or End Users) and not authorized by WEBGAP; or (iii) modifications to the WEBGAP Remote Browser Service, undertaken by WEBGAP at the Subscriber's specific direction. If WEBGAP's right to provide any part of the WEBGAP Remote Browser Service is enjoined for

claims of infringement, or in WEBGAP's opinion is likely to be enjoined, WEBGAP may at its election and expense, either: (a) replace or modify the relevant part of the WEBGAP Remote Browser Platform, as applicable, so that it no longer infringes or misappropriates, while still providing equivalent functionality; (b) obtain a license for the Subscriber to continue to use the WEBGAP Remote Browser Platform, in accordance with this Agreement; or (c) immediately terminate this Agreement and any Order Form then in effect, and upon the Subscriber's return of the respective WEBGAP proprietary software applications and discontinuation of the use of the WEBGAP Remote Browser Platform, (i) if the subscription to the WEBGAP Remote Browser Service was purchased directly from WEBGAP, provide the Subscriber with a pro-rata refund of any pre-paid Fees for the remainder of the Subscription Term and (ii) if the subscription for the WEBGAP Remote Browser Service was purchased through a reseller, promptly provide a certification to such reseller that the Subscriber is qualified for a pro rata refund. WEBGAP shall pay the Subscriber any damages and expenses finally awarded against the Subscriber and settlements agreed to in writing by WEBGAP and reasonable costs and expenses (including reasonable legal fees) incurred by the Subscriber that are directly attributable to such Subscriber Claims. Notwithstanding WEBGAP's indemnification obligations, the foregoing shall be the Subscriber's sole and exclusive remedy and WEBGAP's sole and exclusive obligation with respect to any claim of intellectual property infringement.

9.3. Procedure - The obligations of each indemnifying party are conditioned upon receiving from the party seeking indemnification: (i) the exclusive right to control and direct the investigation, defense and related settlement of any claims (ii) prompt written notice of the claim (but in any event notice in sufficient time for the indemnifying party to respond without prejudice) and (iii) all reasonably necessary cooperation of the indemnified party. Counsel that the indemnifying party selects for the defense or settlement of a claim must be consented to by the indemnified party prior to counsel being engaged to represent the indemnifying party on behalf of the indemnified party (such consent not to be unreasonably withheld or delayed). The indemnified party and its counsel will cooperate as fully as reasonably required, and provide such information as reasonably requested, by the indemnifying party in the defense or settlement of any claim. The indemnifying party shall not in any event, consent to any judgment, settlement, attachment, or lien, or any other act adverse to the interests of any indemnified party without the prior written consent of each relevant indemnified party (such consent not to be unreasonably withheld or delayed).

Section 10 - Limitation of Liability

10.1. Exclusion of Consequential and Related Damages - IN NO EVENT SHALL WEBGAP HAVE ANY LIABILITY TO THE SUBSCRIBER FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF REVENUE, LOSS OF GOODWILL, LOSS OF SUBSCRIBER DATA (OR ANY DATA RELATED THERETO) OR ANY INTERRUPTION OF BUSINESS OR FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER INDIRECT DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT TO THE EXTENT OF WEBGAP'S FRAUD, GROSS NEGLIGENCE, BAD FAITH OR WILLFUL MISCONDUCT. THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

10.2. Limitation of Liability - THE SUBSCRIBER AGREES THAT IN THE EVENT OF ANY CLAIM OR CAUSE OF ACTION BY THE SUBSCRIBER ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR ANY OF THE WEBGAP REMOTE BROWSER SERVICES, THE TOTAL MAXIMUM AMOUNT OF WEBGAP'S LIABILITY TO THE SUBSCRIBER AND REGARDLESS OF THE NATURE OF THE CLAIM ASSERTED BY THE SUBSCRIBER, SHALL BE THE FEES PAID BY THE SUBSCRIBER TO WEBGAP WITHIN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY, PROVIDED, HOWEVER, THAT WITH RESPECT TO WEBGAP'S INDEMNIFICATION OBLIGATION, WEBGAP'S MAXIMUM LIABILITY SHALL BE LIMITED TO THE FEES PAID BY THE SUBSCRIBER TO WEBGAP IN THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE LIABILITY.

THE FOREGOING DISCLAIMER WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF FEES CHARGED IN CONNECTION WITH MAKING THE SERVICES AVAILABLE TO SUBSCRIBER, AND THAT, WERE WEBGAP TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN, SUCH FEES WOULD OF NECESSITY BE SET SUBSTANTIALLY HIGHER.

Section 11 - Term and Termination

11.1. Term of the Agreement - This term of this Agreement shall commence on the Effective Date and continue until all Subscription Terms have expired or been terminated. Except as otherwise specified in the applicable Order Form, all Subscription Terms shall automatically renew for additional periods equal in duration to the expiring Subscription Term or one (1) year (whichever is shorter), unless either party gives the other notice of non-renewal at least thirty (30) days before the end of the relevant Subscription Term.

11.2. Termination for Cause - Either party may terminate this Agreement immediately without further notice if the other party breaches its obligations under this Agreement and does not remedy such breach within thirty (30) calendar days of the date on which the breaching party receives written notice of such breach from the non-breaching party.

11.3. Termination of Third Party Related Services - WEBGAP may terminate services dependent on third-party suppliers where the third party terminates its agreement with WEBGAP through no fault of WEBGAP. In the event of such termination, WEBGAP will provide notice to the Subscriber as promptly as reasonably feasible following its receipt of the third-party's termination notice. WEBGAP will have no responsibility to the Subscriber for any costs or damages resulting from such termination.

11.4. Upon Termination - Upon termination or expiration of this Agreement and/or an Order Form, (a) WEBGAP shall have no obligation to maintain or provide any Subscriber Data and will immediately thereafter, unless legally prohibited, delete all Subscriber Data in its systems or otherwise in its possession or under its control; (b) Subscriber shall cease all use of the WEBGAP Remote Browser Platform upon termination or expiration of this Agreement.

11.5. Effect of Termination - Upon any expiration or termination of this Agreement: (a) Subscriber's right to use the WEBGAP Remote Browser Service shall cease, and WEBGAP shall have no further obligation to make the WEBGAP Remote Browser Platform available to the Subscriber; (b) except as otherwise expressly stated herein, all rights and licenses granted to the Subscriber under this Agreement will immediately cease; (c) except as provided in Section 11.4, WEBGAP will have no

obligation with respect to any Subscriber Data; and (d) the Subscriber will pay immediately any unpaid Fees payable for the remainder of the Subscription Term under any applicable Order Form in effect prior to the termination date.

11.6 **Survival** - Any terms and conditions of this Agreement that by their nature extend beyond expiration or termination hereof, shall survive, including Section 1 and Sections 5 through 12.

Section 12 - Miscellaneous

12.1. Reference and Publicity - The Subscriber agrees to the following upon a request from WEBGAP: (i) serving as a reference, (ii) publicizing Subscriber's name as a customer of WEBGAP and (iii) collaborating on case studies as the Subscriber realizes a return on investment following successful deployment.

12.2. Relationship of Parties - The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created hereby. There are no third party beneficiaries to this Agreement.

12.3. Entire agreement, Amendment and language - This Agreement may be modified by WEBGAP at any time. In the event of an amendment to the WEBGAP Agreement which affects the Subscriber, WEBGAP will send notice to the Subscriber at the electronic mailing address provided during the Subscriber's registration. The Subscriber will have the right to refuse the amendment and terminate the Agreement. Unless the Subscriber refuses the amended terms and terminates this Agreement in writing within 7 days of receipt of the notice of change of terms, the modified terms will take effect on the date noted in the notice or 7 days following receipt of notice, whichever is later. If there are any conflicting or additional terms in a Subscriber purchase order, the conflicting terms of this Agreement shall control and any additional terms in the Subscriber purchase order shall be of no force or effect. All conflicting or additional terms in a Subscriber purchase order are hereby rejected. This Agreement (including all Order Forms) represents the entire agreement between the parties, and supersedes all prior or contemporaneous agreements, proposals or representations, written, oral or otherwise, concerning its subject matter. Questions about the Agreement may be addressed to legal@webgap.io.

12.4. No Waiver - No failure or delay in exercising any right hereunder shall constitute a waiver of such right. Except as otherwise provided, remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions shall remain in full force and effect.

12.5. Notice - All notices to the Subscriber will be sent to the electronic address in the contact information provided by the Subscriber unless otherwise set forth in the Order Form and will be considered received within one business day following dispatch. All notices to WEBGAP must be sent to legal@webgap.io as well as to the Legal contact for notices set forth in the Order Form and will be considered received within one business day following dispatch.

12.6. Construction - The section headings of this Agreement are for convenience only and have no interpretive value. Whenever used in this Agreement, regardless of whether specified, the terms “includes,” “including,” “e.g.,” “for example” and other similar terms are deemed to include the term “without limitation” immediately thereafter. For purposes of this Agreement: (i) the word “or” is not exclusive and the word “and/or” is the inclusive “or” and (ii) the words “herein,” “hereof,” “hereby,” “hereto” and “hereunder” refer to this Agreement as a whole. Any Exhibits, addenda, attachments and the like, referred to herein will be construed with and as an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

12.7. Force Majeure - Neither party shall be liable to the other for any delay or failure to perform hereunder (excluding payment obligations) due to circumstances beyond such party’s reasonable control, including acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems (excluding those involving such party’s employees), or any other “force majeure” event.

12.8. Assignment - Neither party may assign any rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party, except that WEBGAP may assign this Agreement without the Subscriber’s prior written consent in the event of a merger, acquisition, or other change of control. Any attempted assignment in breach of this Section shall be void. This Agreement shall bind and inure to the benefit of the parties, their respective permitted successors and permitted assigns.

12.9. Governing Law - This Agreement and any claims related thereto shall be governed exclusively by the internal laws of the State of Wyoming, without regard to its conflicts of laws rules, and all disputes hereunder shall be subject to the exclusive jurisdiction of the state or federal courts located in Wyoming. The parties hereby irrevocably consent to the jurisdiction of such courts. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

12.10. Order of Precedence - This Agreement supersedes all preceding agreements between the parties, including click-through agreements that the Subscriber or an End User may have agreed to during trial or previous subscription services to any WEBGAP services. In the event of a conflict between this Agreement and an Order Form, this Agreement shall control unless the non- preprinted portion of the Order Form expressly (referring to the relevant section of the Agreement) and specifically states otherwise.