END USER LICENSE AGREEMENT AND TERMS OF SERVICE

This End User License Agreement and Terms of Service (this "Agreement") is a binding contract between Policy Monitor, Ltd. ("Policy Monitor") and the individual or entity ("You" or "Your") intending to use the Policy Monitor Service (as defined below).

1. Acceptance of Terms.

By accessing the Policy Monitor Service offered at Policy Monitor website (the "Site"), You are agreeing to be bound by the terms of this Agreement, including any subsequent changes or modifications as Policy Monitor may make to this Agreement, from time-to-time, in connection with such access to the Site or use of the Service. If You do not agree to this Agreement, You are not authorized use the Service.

2. The Service.

As used in this Agreement, the "Policy Monitor Service" means the cloud-based service for enterprise management of compliance with cybersecurity standards as accessible through the Site.

3. License; Use of and Access to the Service.

(a) Subject to and conditioned upon Your strict compliance with all of the terms and conditions set forth in this Agreement, Policy Monitor hereby grants to You a nonexclusive, non-transferable, non-sublicensable limited license (the "License") during such term as You selected during the subscription process (the "Term") to use the Service subject to all of the conditions and limitations set forth in this Agreement. This License authorizes those individuals You identified to Policy Monitor to access the Policy Monitor Service on Your behalf for the purposes of Your cybersecurity standards compliance efforts. Without limiting any other provisions of this Agreement, all uses of the Site or Service not expressly permitted hereunder are prohibited. All rights not expressly granted to You pursuant to this Agreement are reserved to Policy Monitor.

(b) You are authorized to use the Service only for Your business purposes as a subscriber and customer of Policy Monitor. The Service at all times shall run on Policy Monitor's servers. You may not actually, or attempt to, re-brand, obscure or otherwise modify the identification of the Service as belonging to Policy Monitor.

(c) You are only permitted to access and use the Service if You are current on all payments for the Service. Only valid seat license holders are permitted to access the Service. Seat license holders will use their unique e-mail address (or username) and password to access and use the Service, which may not be shared with other persons for any purpose. Each seat license must be associated with a particular seat licensee's full legal name, valid email address and any other information reasonably requested by Policy Monitor.

(d) You may be provided with a temporary license for one user to use the Service for up to one month free of charge. This license, at our discretion, may also be extended in length beyond the standard one-month period or extended in quantity allowing for a larger trial of the service.

(e) All access to and use of the Site or Service via mechanical, programmatic, robotic, scripted or any other automated means not provided as part of the Service is prohibited. The Service may permit You to link other websites or resources to the Service. When You access third-party websites, You do so at Your own risk. Neither those third-party websites, nor websites under your control are under Policy Monitor's control, and You acknowledge that Policy Monitor is not liable for the content, functions, accuracy, legality, appropriateness, or any other aspect of those websites or resources. You further acknowledge and agree that Policy Monitor shall not be liable for any damage related to the access or use of any content, goods, or services available through any third-party website or resource or the use of the Policy Monitor Service on any third-party website.

(f) Policy Monitor shall have sole discretion as to whether to make updates, improvements, modifications or enhancements or add new features to the Site or Service, and reserves the right to do so at any time, provided that You will be provided advance notice to the email address associated with Your subscription for changes that materially affect any use by You of the Services. Any such updates, improvements, modifications, enhancements or new features are subject to this Agreement.

4. Service & Payment; Pricing.

You agree to pay Policy Monitor service fees as are due for Your use of the Service as described in the subscription process and a confirmation e-mail regarding such service fees will be provided to the e-mail address You provide. Non-payment or failure to timely pay such service fees may result in restriction of access to the Service. Such service fees are applicable for the Term identified in Your subscription process, and is subject to change at the end of such Term upon prior notice to You from Policy Monitor, which notice may be given by e-mail to the e-mail address associated with Your account. If You are paying on an instalment basis, payment shall be made automatically pursuant to the applicable schedule using the payment method provided by You on Your account. If for any reason such payment cannot be made, You agree to immediately pay, by alternative means, for the Service upon notice thereof by Policy Monitor. Policy Monitor reserves the right at any time to modify or discontinue, temporarily or permanently, free or trial accounts, with or without notice. Users using a free account shall not block any advertisements.

5. Materials, Software, & IP.

You recognize and agree that (i) the Service, the Site, and the software used to provide the Service, in addition to all written and graphical content provided by or through the Site or Service, including, without limitation, text, charts, graphs, tables, photographs, illustrations, and

designs, whether provided by Policy Monitor or any third party, are the property of Policy Monitor or its licensors and are protected by copyright, trademark, and other intellectual property laws; and (ii) You do not acquire any right, title, or interest in or to such Service, Site, software, or content except as granted herein.

6. Warranties.

The individual acknowledging Your agreement to be bound by this Agreement represents and warrants that such individual has the authority to enter in to this agreement on Your behalf.

In using the Service and accessing the Site, You agree and warrant to Policy Monitor that:

(a) You have accurately identified Yourself to Policy Monitor and, when identified, Your seat license holders will be accurately identified to Policy Monitor and You will maintain and update as necessary the accuracy of such identification.

(b) You will not use the Service in violation of applicable law or any third-party rights (including third-party terms of service) or in a manner that infringes on the intellectual property rights of others. Policy Monitor may terminate this Agreement if You or Your seat licensees infringe on the intellectual property rights of others.

(c) You will not use the Service in violation of any privacy laws or identity protection laws of any jurisdiction. You accept sole responsibility for use of the Service in compliance with all such laws. Policy Monitor may terminate this Agreement if You or Your seat licensees violate any privacy protection or identity protection laws.

(d) You agree that the Service is used by You at Your risk and that Policy Monitor makes no representation or warranty as to the legal sufficiency of the Service in any jurisdiction or for any other purpose and the Service in no way constitutes legal advice or a legal opinion of Policy Monitor or any other party. Without limiting the foregoing in any way, You hereby acknowledge and agree that Policy Monitor has not hereby agreed, represented, or warranted that it has performed or will perform any service, analysis, or investigation regarding any applicable cybersecurity standards. You will independently determine the sufficiency of the cybersecurity standards compliance for which You are utilizing the Service whether based on language provided by Policy Monitor or otherwise, and You shall be solely responsible for all such compliance.

(e) Policy Monitor may collect information about Your use of the Service. Policy Monitor will not disseminate or share any such information in a manner that identifies You without Your permission. You hereby consent to Policy Monitor using, selling, and sharing such information as part of an aggregate information package, which does not identify You in anyway, regarding industry trends or for other analytical purposes.

(f) You will only use the Service through the Site and You will not, without Policy Monitor's prior written permission, access or link the Site to, or implement the Service on, any other website.

(g) You will not use the Service in a way, to be determined in Policy Monitor's sole discretion, that damages, disables, overburdens, impairs, or gains unauthorized access to the Service, including our servers, computer network, or user accounts.

(h) You will not use the Service to transmit any material that contains software viruses or other harmful or deleterious computer code, files or programs such as trojan horses, worms, time bombs, or cancelbots.

(i) You will not transmit through or post on the Service unlawful, libellous, abusive, harassing, fraudulent, tortious, defamatory, threatening, harmful, or invasive of another's privacy, vulgar, obscene or otherwise objectionable material of any kind or nature or material which is harmful to minors in any way.

(j) You will not use the Service in connection with sending unsolicited or unauthorized advertising, promotional materials, junk mail, spam, chain letters, any information regarding pyramid schemes or any other form of duplicative or unsolicited messages, whether commercial or otherwise.

(k) You will not attempt to gain unauthorized access to the Service, other accounts, computer systems or networks connected to the Service through password mining or any other means.

(l) You will not use the Service in a way that removes, modifies, disables, blocks, obscures or otherwise impairs any advertising in connection with the Service.

(m) You will not run, or attempt to run, the Service on Your servers, or copy, display, distribute, download, license, modify, publish, re-post, reproduce, reuse, sell, transmit, use to create a derivative work, attempt to decompile or reverse engineer any software comprising the Services or on the Site, or otherwise use the content of the Service for any purposes or outside of the limited rights granted in this Agreement.

(n) You will not restrict or inhibit any other valid user from enjoying and using the Service.

(o) You are using or accessing the Site and/or the Service for legitimate business purposes, and are not working for or otherwise directly or indirectly in cooperation

with, a competitor or potential competitor of Policy Monitor to learn more about the Site or Service for competitive analysis, intelligence or advantage.

7. Policy Monitor Warranty Disclaimer.

(a) The Service and access to the Site is provided "as is" and "as available" and is without warranty of any kind, express or implied, including, but not limited to, the implied warranties of title, non-infringement, merchantability, and fitness for a particular purpose, and any warranties implied by any course of performance or usage of trade, all of which are expressly disclaimed. Neither Policy Monitor nor its directors, employees, agents, suppliers, partners, and content providers warrant that: (i) the Service will be secure or available at any particular time or location or that our servers, on which the Service runs, will be operating at any particular time or with any particular consistency; (ii) any defects or errors will be corrected; (iii) any content or software available at or through the Service is free of viruses or other harmful components; (iv) the results of using the Service will meet Your requirements or comply with any standards; or (v) that Your use of the Service will be in compliance with applicable law. Your use of the Service is solely at Your own risk. The law of some states or countries does not allow limitations on warranty disclaimers, so some of the above limitations may not apply to You, in which case the warranty with respect to such matter shall be disclaimed and waived to the fullest extent permissible under such law.

(b) Policy Monitor makes no guaranty of confidentiality or privacy of any communication or information transmitted on the Site or by the Service or any website linked to the Site. Policy Monitor will not be liable for the privacy of email addresses, registration and identification information, disk space, communications, confidential or trade-secret information, or any other content stored on Policy Monitor equipment, transmitted over networks accessed by the Site or Service, or otherwise connected with Your use of the Service.

8. Indemnification.

You shall defend, indemnify, and hold harmless Policy Monitor, its affiliates, and each of its and its affiliates' employees, contractors, directors, suppliers, and representatives from all liabilities, claims, and expenses, including reasonable attorneys' fees and other legal costs, that arise from or relate to any third party claim action, suit, or proceeding arising or in any way related to the subject matter of this Agreement; or, without limiting the generality of the foregoing, any infringement by You or any third party using Your account of any intellectual property or other right of any person or entity, or any infringement or violation by You or any third party using Your account of privacy protection or identity protection laws or the privacy rights or identity protection of others. Policy Monitor reserves the right to assume at Your expense the exclusive defence and control of any matter otherwise subject to indemnification by You, in which event You will assist and cooperate with the Policy Monitor in asserting any available defences.

9. Limitation of Liability.

IN NO EVENT: (a) WILL POLICY MONITOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT ACTUALLY PAID BY YOU TO POLICY MONITOR FOR THE SERVICES UNDER THE APPLICABLE SUBSCRIPTION DURING THE MOST RECENT SIX (6) MONTHS; OR (b) WILL POLICY MONITOR BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES OR ANY DAMAGES ARISING FROM DATA CORRUPTION OR LOSS OR SERVER DOWNTIME. THE LIABILITIES LIMITED BY THIS SECTION 9 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, REGULATORY ENFORCEMENT, OR OTHERWISE; (c) EVEN IF POLICY MONITOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (d) EVEN IF YOUR REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 9, Policy Monitor's liability will be limited to the maximum extent permissible.

10. Termination.

Policy Monitor may terminate Your subscription to the Service upon thirty (30) days prior notice to the e-mail address associated with Your subscription, without cause, which may result in the forfeiture and destruction of all information associated with Your subscription. If You wish to terminate Your subscription, You may do so by following the instructions on the Site. Policy Monitor may also terminate Your subscription as permitted elsewhere in this Agreement. Any fees paid to Policy Monitor are deemed earned upon receipt and are non-refundable.

11. Survival.

Termination or expiration of this Agreement for any reason shall not release either party from any liabilities or obligations set forth in this Agreement that: (a) the parties have expressly agreed shall survive any termination or expiration; or (b) by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity, governing law, and limitations of liability.

12. Integration and Severability.

This Agreement and other referenced material are the entire agreement between You and Policy Monitor with respect to the Service, and supersede all prior or contemporaneous communications and proposals (whether oral, written or electronic) between You and Policy Monitor with respect to the Service and govern the future relationship. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. The failure of either party to exercise in any respect any right provided for herein shall not be deemed a waiver of any further rights hereunder.

13. Miscellaneous.

(a) Assignment. The Agreement is personal to You, and is not assignable, transferable, or sublicensable by You, nor may it be used in connection with services provided by you

to your end-use customers, except with Policy Monitor's prior written express consent pursuant to a separate contract between You and Policy Monitor. Policy Monitor may assign, transfer, or delegate any of its rights and obligations hereunder without consent.

(b) Third Party Use. Without limiting any other provision or limitation herein, if You use the Service for the benefit of any third party, You expressly hereby represent that You have been granted by such third party the authority to use the Service for such third party and You hereby assume all responsibility for such use including compliance with the Agreement as if You were such third party, or, if necessary in Policy Monitor's discretion, as a guarantor of such third party's obligations hereunder. The foregoing shall not in any way limit our ability to enforce any rights we may have against such third party pursuant to this Agreements or otherwise.

(c) Relationship. No agency, partnership, joint venture, or employment relationship is created as a result of the Agreement and neither party has any authority of any kind to bind the other in any respect.

(d) Attorney's Fees. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees.

(e) Amendment. Policy Monitor, at its sole discretion, reserves the right to change, modify, amend or otherwise alter this Agreement upon thirty (30) days' prior notice to the e-mail address associated with Your subscription. The most current version of the Agreement can be reviewed by clicking the "Terms of Service" hypertext link located on the Site and shall control.

(f) Choice of Law & Jurisdiction. This Agreement will be governed solely by the internal laws of the State of California, without reference to such State's principles of conflicts of law. The parties consent to the personal and exclusive jurisdiction of the federal and state courts located in Sacramento County, California.