



Referral Partner Terms and Conditions

These Referral Partner Terms and Conditions are between Whitehat Virtual (sometimes referred to as “we,” “us,” “our,” or “Provider”), and the _____ (sometimes referred to as “you,” “your,” or “Partner”) and, together with any Service Terms, Data Processing Agreement and End User Subscription Agreement, the terms to which the parties agree to be bound, constitute the “Agreement” between the parties.

NOW, THEREFORE, the parties agree as follows:

1. License Rights

- 1.1. Subject to the terms and conditions of the Agreement, Provider grants Partner the non-exclusive right to market and license various software and services (“Solutions”). The Solutions must be obtained directly from Provider, and may only be resold in the United States (“Territory”) directly to persons or entities acquiring the Products or Services for their internal business use, not for resale or distribution (“End Users”). Except as expressly authorized by Provider in writing, Partner may not authorize or appoint any dealers, agents, representatives, subcontractors, or other third parties to resell, promote, market or provide the Solutions.
- 1.2. All Rights Reserved. All rights not specifically granted by Provider hereunder are reserved by Provider. Without limiting the generality of the foregoing, Provider reserves the right to advertise, promote, market, license, and sell the Solutions, and to appoint third parties to advertise, promote, market, license and resell the Solutions worldwide. Further, Provider reserves the right, in its sole discretion, at any time and from time to time, to modify any or all of the Solutions or discontinue the sale of any or all of the Solutions without liability of any kind.

2. Partner's Promotion of the Solutions

- 2.1. Non-Competition. Provider agrees that during the Term of the Agreement Provider will not promote, sell or support any service that directly competes with Partner with respect to any shared customers.
- 2.2. Permits, Licenses and Compliance with Laws. Partner will, at its sole cost and expense, obtain all permits and licenses necessary in connection with its performance of this Agreement, and will comply with all applicable laws, rules and regulations in the performance of this Agreement. Partner agrees to comply with all applicable federal, state, and local laws, rules and regulations with respect to email, email abuse, and all other relevant aspects in the performance of the Agreement. Without limiting the generality of the foregoing,

Partner agrees to comply with the Controlling the Assault of Non-Solicited Pornography and Marketing Act of 2003 ("CAN-SPAM").

2.3. Trademarks

2.3.1. Attribution. Partner will have the right to advertise, promote and distribute the Solutions under the Provider Trademarks (as defined below). Provider hereby grants to Partner a license to use the Licensed Provider Trademarks solely in connection with its advertising, promotion and distribution of the Solutions. Partner's use of the Licensed Provider Trademarks must comply with any guidelines issued by Provider with respect thereto.

2.3.2. Provider Trademarks. "Provider Trademarks" means all names, marks, logos, designs, trade dress and other brand designations used by Provider in connection with its products and services. In performing its obligations hereunder, Partner may refer to the Solutions and associated Provider products and services by the associated Provider Trademarks, provided that such reference is not misleading and complies with any guidelines issued by Provider. Except as set forth in Section 2.4.1, Partner is granted no right, title or license to, or interest in, any Provider Trademarks. Partner acknowledges and agrees that any use of the Provider Trademarks by Partner will inure to the sole benefit of Provider. If Partner acquires any rights in any Provider Trademarks by operation of law or otherwise, it will immediately, at no cost or expense to Provider, assign such rights to Provider along with all associated goodwill.

2.3.2.1. Partner agrees that all e-mail marketing campaigns using Provider Trademarks or promoting Solutions in any way must be sent only to recipient(s) who explicitly consent in writing to receiving the e-mail and are subject to approval by the Provider Marketing Department. Partner will submit all email campaigns at least three (3) business days prior to the intended distribution date. Such submission may be made to the Provider Marketing Department via facsimile at 858-630-6170 and shall contain complete details including: Subject line; From Address; Reply to Address; Senders Name; Sender's Postal Address; Sender's Phone Number; Body of Text or creative to be used; and Date of intended mailing. Partner agrees that Partner's marketing campaigns with respect to Solutions must comply with guidelines issued by the Provider Marketing Department.

3. Provider Promotional Assistance

3.1. Provider Promotional Materials. During the term of this Agreement, Provider will provide to Partner promotional materials with respect to the Solutions ("Provider Promotional Materials"). Partner will not use the Provider Promotional Materials for any purpose other than promoting and marketing the Solutions to current and prospective End Users.

3.2. Press Releases. Neither party may make any public announcement or press release about the existence or terms of this Agreement without the other party's prior written approval as to the form and content thereof, such approval not to be unreasonably conditioned, delayed or withheld. The parties will use commercially reasonable efforts to issue a mutually agreed upon press release within sixty (60) days after the Effective Date.

4. Partner Distribution of the Solutions. Partner may license the Solutions solely to End Users, each of which End Users may authorize use of the Solutions solely by its employees ("End User Authorized Users") for its internal business purposes.

4.1. End User Subscription Agreement. Partner shall require each End User to accept Provider's End User Subscription Agreement prior to licensing any of the Services to that End User.

4.2. To begin licensing the solutions, Partner must accept Provider's terms and conditions, complete onboarding, and receive all required documentation. Provider will provide pre-sales resources (sales/engineering) to help the Partner license the Solutions until the Partner has the ability to drive sales opportunities themselves.

5. Technical Support. Provider shall provide all technical support.

6. Ownership. Provider will retain sole ownership of all right, title and interest in and to the Solutions, Provider Promotional Materials, any other materials or information supplied by Provider, as well as any derivative works thereof, including but not limited to copyrights, patent rights, trademark and service mark rights, trade secret rights, moral rights, and all other intellectual property and proprietary rights. Partner will have no rights with respect to the Solutions, Provider Promotional Materials, any derivative works thereof, or any individual components thereof, except as expressly set forth in this Agreement.

6.1. Provider hereby grants to Partner a non-exclusive, non-transferable, right and license to use, reproduce and distribute the marketing materials specified by Provider, including, but not limited to user manuals, training materials, documentation and other materials detailing the Solutions provided by Provider (the "Marketing Materials"). At Partner's request, Provider will provide electronic versions of the Marketing Materials in a format specified by Provider to allow Partner to customize the Marketing Materials for its End Users. Partner may not use or create any derivative works from the Marketing

Materials for any purpose other than promoting and marketing the Solutions. Partner agrees not to allege that it owns any intellectual property rights, by adding any copyright legend of its own or other means, of or in the Marketing Materials. Furthermore, Partner agrees not to alter the Marketing Materials in any way that changes the meaning, offer, intent or other aspects of the information contained therein. Partner agrees that Provider exclusively owns all rights to the Marketing Materials and any authorized derivative works thereof.

7. Prices; Invoicing; Payment; Commissions; Offsets

- 7.1. Referral Fee. Partner will receive a 10% referral fee ("Commission") for all Ascent services sold based on a referral from Partner to Provider.
- 7.2. Compensation. Partner's sole compensation from Provider under this Agreement is the Commission earned from the sale of Solutions sold to End Users.
- 7.3. Exceptions to Commissions.
 - 7.3.1. Products sold to Provider's targeted or existing clients, customers, or end users are not subject to Commissions under this Agreement.
 - 7.3.2. Commissions are not due for any Products that are sold or licensed more than 12 months after the Initial Contact.
- 7.4. Payment Terms. All Commissions in excess of \$250 will be paid in on the 15th day of the month following receipt of payment by Provider.
- 7.5. Expenses. Except as otherwise mutually agreed in writing, each party will be responsible for its own costs associated with its performance under this Agreement.
- 7.6. Taxes. Partner will be responsible for the payment of all taxes on commissions paid to it under this Agreement. Partner will indemnify and hold Provider harmless from any obligation to pay to any governmental entity any employer statutory taxes, withholding taxes, social security taxes or other taxes, levies or duties in connection with Partner's performance under this Agreement, and from any and all damages, losses, liabilities and expenses (including reasonable attorneys' fees and costs of litigation) arising out of or resulting therefrom.

8. Partner Communications – Partner understands the Provider may from time to time send e-mail communications, such as channel newsletters, services alerts and information to Partner.

9. Confidential Information

- 9.1. "Confidential Information" of Provider Defined. "Confidential Information" includes: (a) the Solutions; (b) any and all information disclosed by a party, in whatever format, that is either identified as or would reasonably be understood to be confidential and/or proprietary, including but not limited to a party's business plans, strategies, financial information, marketing information, marketing strategies and customer lists; (c) any notes, extracts, analyses or materials prepared by the receiving party which are copies of or derivative

works of Confidential Information or from which Confidential Information can be inferred or otherwise understood; and (d) the terms and conditions of this Agreement. "Confidential Information" does not include information that the receiving party can clearly establish by written evidence: (e) is or becomes known to the receiving party from a third party without an obligation to maintain its confidentiality; (f) is or becomes generally known to the public through no act or omission of the receiving party; or (g) is independently developed by the receiving party without the use of Confidential Information.

9.2. The Receiving Party's Obligations. The receiving party will make no use of Confidential Information for any purpose except as expressly authorized in this Agreement. Except as expressly authorized in this Agreement, the receiving party will not disclose Confidential Information to any third party and will protect and treat all Confidential Information with the same degree of care as it uses to protect its own confidential information of like importance, but in no event with less than reasonable care. Except as expressly authorized in this Agreement, the receiving party will not use, make or have made any copies of Confidential Information, in whole or in part, without the prior written authorization of the disclosing party. The receiving party will only disclose Confidential Information to its employees and professional advisors having a need to know for the purposes of this Agreement. The receiving party will inform such persons of the limitations, duties and obligations regarding use, access to, and nondisclosure of Confidential Information imposed by this Agreement, and will be responsible for any breach thereof. The receiving party will notify the disclosing party immediately after learning of or having reason to suspect any breach of this Section 9. In the event that the receiving party is required to disclose Confidential Information pursuant to law, the receiving party will notify the disclosing party of the required disclosure with sufficient time for the disclosing party to seek relief, will cooperate with the disclosing party in taking appropriate protective measures, and will make such disclosure in a fashion that maximizes protection of the Confidential Information from further disclosure.

9.3. Return of Confidential Information. Upon the expiration or earlier termination of this Agreement, each party will immediately terminate all use of and return to the disclosing party all Confidential Information of the disclosing party and all copies thereof or, at the disclosing party's instruction, will certify in writing that it has destroyed the same.

10. Representations and Warranties.

10.1. Partner's Representations and Warranties. Partner represents and warrants that (i) it has the corporate power and authority and legal right to enter into this Agreement and to fully perform its obligations under this Agreement; (ii) it will not make any unauthorized representation or warranty to any End User or third party relating to any Solution; Partner complies with its own privacy policies.

10.2. Provider's Representations and Warranties; Disclaimers; No Assurances.

- 10.2.1. Provider represents and warrants that it has the corporate power and authority and legal right to enter into this Agreement and to fully perform its obligations under this Agreement.
- 10.2.2. Disclaimers. THE SOLUTIONS ARE PROVIDED "AS IS, WITH ALL FAULTS." PROVIDER SPECIFICALLY DISCLAIMS AND EXCLUDES ANY WARRANTY, GUARANTEE, AND/OR LIABILITY TO CUSTOMER OF ANY KIND OR NATURE (WHETHER STATUTORY, EXPRESS, OR IMPLIED) WITH RESPECT TO THE SERVICES, DOCUMENTATION (AS DEFINED ABOVE), AND DELIVERABLES, INCLUDING ANY WARRANTY, GUARANTEE, OR AND/OR LIABILITY REGARDING MERCHANTABILITY, FITNESS FOR A PARTICULAR OR GENERAL PURPOSE, TITLE, QUALITY, INTEGRATION, QUIET ENJOYMENT, ACCURACY, OR NON-INFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS, WHETHER OR NOT ARISING FROM CUSTOM, USAGE OR TRADE PRACTICE, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER.
- 10.2.3. Assurances. PROVIDER DISCLAIMS AND CANNOT, AND DOES NOT HEREIN, PROVIDE ANY ASSURANCE, WARRANTY, OR GUARANTEE THAT THE RECEIPT, USE, OR IMPLEMENTATION OF ANY SERVICES, DELIVERABLES, OR INSTRUCTIONS IN CONNECTION WITH THIS AGREEMENT OR ANY RESULTS ACTUALLY OR PURPORTEDLY RELATED THERETO WILL ASSURE OR GUARANTEE, COMPLETE, OR PERFECT PROTECTION FROM AND AGAINST OR DETECTION, IDENTIFICATION, BLOCKING, REMOVAL, REMEDIATION, OR RESOLUTION OF ANY OR ALL VULNERABILITIES (AS DEFINED ABOVE) OR PRESENT OR FUTURE SECURITY ATTACKS, INTRUSIONS, INCIDENTS, BREACHES, OR THREATS TO CUSTOMER OR TO NETWORKS, SYSTEMS, ASSETS, INFORMATION, AND/OR DATA OF CUSTOMER, CUSTOMER'S CLIENTS, OR ANY OTHER PARTIES, AND NOTHING IN THIS AGREEMENT SHALL BE DEEMED TO IMPLY SUCH AN ASSURANCE OR GUARANTEE. FURTHER PROVIDER DOES NOT ASSURE, WARRANT, OR GUARANTEE THAT ANY SERVICES WILL BE CONTINUOUSLY AVAILABLE OR USE THEREOF UNINTERRUPTED, THAT ANY PERFORMANCE, FUNCTIONS, OR FEATURES OF THE SERVICES OR DELIVERABLES WILL MEET ANY REQUIREMENTS OF CUSTOMER, CUSTOMER'S CLIENTS, OR ANY OTHER PARTIES, THAT THE SERVICES OR DELIVERABLES WILL SATISFY ANY PARTICULAR BUSINESS, TECHNOLOGICAL, SERVICE, SECURITY, OR OTHER NEEDS OR REQUIREMENTS OF CUSTOMER, CUSTOMER'S CLIENTS, OR ANY OTHER PARTIES, THAT THE SERVICES WILL DETECT, IDENTIFY, BLOCK, REMOVE, REMEDIATE, OR RESOLVE SOME, ANY, OR ALL VULNERABILITIES (AS DEFINED ABOVE), OR THAT USE OF THE

SERVICES WILL KEEP CUSTOMER OR THE NETWORKS, SYSTEMS, ASSETS, INFORMATION AND/OR DATA OF CUSTOMER, CUSTOMER'S CLIENTS, OR ANY OTHER PARTIES FREE FROM ANY OR ALL VULNERABILITIES (AS DEFINED ABOVE) OR SAFE FROM PRESENT OR FUTURE SECURITY ATTACKS, INTRUSIONS, INCIDENTS, BREACHES, OR THREATS.

10.2.4. PROVIDER MAKES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOLUTIONS, PROVIDER PROMOTIONAL MATERIALS, , INCLUDING BUT NOT LIMITED TO WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, OR NON-INFRINGEMENT. PARTNER WILL MAKE NO WARRANTY, EXPRESS OR IMPLIED, ON BEHALF OF PROVIDER.

11. Remedy. Neither party shall be liable for any damages caused by the delay in furnishing services or other performance under the Agreement. The sole and exclusive remedy for any breach of warranty, express, or implied, including services furnished under this agreement and all other performance by either party under or pursuant to this contract shall be limited to replacement of defective service provided by either party and shall in no event include any incidental or consequential damages.

12. Indemnification and Limitation of Liability.

12.1. Mutual Indemnification. Each Party hereto (the "Indemnitor") agrees to, and shall, indemnify, defend and hold harmless the other Party hereto (the "Indemnatee"), and its directors, shareholders, members, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from, in connection with or related in any way to, directly or indirectly, (i) the Indemnitor's material breach of any representation or warranty of the Indemnitor (ii) the gross negligence or willful misconduct of the Indemnitor, its employees, agents, or contractors in the performance of this Agreement.

12.2. Provider Indemnification Related to Intellectual Property Infringement Claims.

12.2.1. Indemnification. For purposes of this Section 12.2.1 Provider shall be considered the Indemnitor, and Customer shall be considered the Indemnatee. Subject to Provider's rights under Section 12.2.2 Provider agrees to, and shall, indemnify and defend Customer and its directors, shareholders, members, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from, in connection with or related in any way to, directly or indirectly, any alleged infringement of any United States patent, copyright or trade secret by

the unmodified Solutions as delivered by Provider and used by Partner in accordance with this Agreement.

12.2.2. **Provider Options in Relation to Intellectual Property Infringement Claims.** In the event of any claim, suit, or proceeding subject to Section 12.2.1 above, Provider shall have the right, at its sole option, to allow End Users to continue use of the affected Solutions or to replace or modify the affected Solutions so that they may be resold by Partner and used by End Users in accordance with the Agreement without infringement of third-party United States patent, copyright or trade secret rights. If neither of the foregoing options is available to Provider on a commercially reasonable basis, Provider may terminate the applicable Solutions immediately upon written notice to Partner, and within thirty (30) days after such termination shall refund Partner the prorated portion of any Service fees (excluding installation and any other non-recurring fees) paid in advance by Partner. **NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE RIGHTS AND REMEDIES SET FORTH IN THIS SECTION CONSTITUTE THE ENTIRE OBLIGATION OF PROVIDER AND THE EXCLUSIVE REMEDIES OF CUSTOMER WITH RESPECT TO THE SUBJECT MATTER THEREOF.**

12.2.3. **Exceptions to Intellectual Property Infringement Claims.** Notwithstanding anything else, Provider shall have no liability under Section 11.2.1 to the extent the alleged infringement arises from, is in connection with, or relates in any way to (i) specifications or requirements provided by Partner or End Users, (ii) modifications or enhancements to the Solutions by Partner, End Users or anyone else other than Provider, (iii) combination of the Solutions with any other products or services, (iv) indirect infringement by Partner or End Users, including by inducing or contributing to another's infringement, or (v) willful infringement by Partner or End Users.

12.3. **Partner Indemnification.** For purposes of this Section, Partner shall be considered the Indemnitor, and Provider shall be considered the Indemnitee. Provider agrees to, and shall, indemnify and defend Provider and its directors, shareholders, members, officers, agents, employees, successors and assigns from any and all third party claims, suits, proceedings, judgments, damages, and costs (including reasonable attorneys' fees and expenses) arising from, in connection with or related in any way, directly or indirectly, compliance with laws, data security incidents, violations of Provider's terms and conditions, and/or for any sales not authorized by the Agreement.

12.4. **Indemnification Procedures and Obligations.** The Indemnitee shall promptly notify the Indemnitor of any such claim and shall provide all cooperation and assistance reasonably requested by the Indemnitor, and the Indemnitor shall bear full responsibility for and sole control of the defense of such claim (including any settlements); provided however, that: (1) the Indemnitor shall keep the Indemnitee informed of, and consult with the Indemnitee in connection with the progress of, such litigation or settlement; (2) the

Indemnitor shall not have any right, without the Indemnitee's written consent, which consent shall not be unreasonably withheld, to settle any such claim if such settlement arises from or is part of any criminal action, suit or proceeding or contains a stipulation to or admission or acknowledgment of any liability or wrongdoing (whether in contract, tort or otherwise) on the part of the Indemnitee, or requires any specific performance or non-pecuniary remedy by the Indemnitee; and (3) the Indemnitee shall have the right to participate in the defense of a claim with counsel of its choice at its own expense.

- 12.5. Limitation of Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, PROVIDER, ITS AFFILIATES, ITS LICENSORS OR DISTRIBUTORS WILL NOT BE LIABLE FOR (I) LOST PROFITS; (II) LOSS OF BUSINESS; (III) LOSS OF GOODWILL, OPPORTUNITY, OR REVENUE; (IV) LOSS OF DATA; OR (V) ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR TERMINATION OF THIS AGREEMENT WHETHER FORESEEABLE OR UNFORESEEABLE INCLUDING, BUT NOT LIMITED TO CLAIMS FOR USE OF THE SOLUTIONS, INTERRUPTION IN USE OR AVAILABILITY OF DATA, STOPPAGE OF OTHER WORK OR IMPAIRMENT OF OTHER ASSETS, PRIVACY, ACCESS TO OR USE OF ANY ADDRESSES, EXECUTABLES OR FILES THAT SHOULD HAVE BEEN LOCATED OR BLOCKED, NEGLIGENCE, BREACH OF CONTRACT, TORT OR OTHERWISE AND THIRD PARTY CLAIMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY PROVIDER FOR THE APPLICABLE PRODUCTS FOR THE AFFECTED END USER OVER THE ONE-YEAR PERIOD PRIOR TO THE EVENT OUT OF WHICH THE CLAIM AROSE FOR THE PRODUCTS THAT DIRECTLY CAUSED THE LIABILITY.

13. Term and Termination

- 13.1. Term. This Agreement will commence as of the Effective Date and will continue until terminated (the "Term"). The termination of the Partner Agreement or these Partner Program Terms shall immediately terminate any and all effective Orders.
- 13.2. Termination for Default. In the event of a material breach of the Agreement (excluding any breaches for which an exclusive remedy is expressly provided), the non-breaching Party may terminate the Agreement, if such breach is not cured within thirty (30) days after written notice thereof.
- 13.3. Termination for Insolvency. Either Party may terminate the Agreement, effective immediately upon written notice, should the other Party hereto (i) admit in writing its inability to pay its debts generally as they become due; (ii) make a general assignment for the benefit of creditors; (iii) institute proceedings, or have proceedings instituted against it, seeking relief or reorganization under any laws relating to bankruptcy or insolvency; (iv) have

a court of competent jurisdiction appoint a receiver, liquidator, or trustee over all or substantially all of such Party's property or provide for the liquidation of such Party's property or business affairs.

- 13.4. Termination for Convenience. Either party may terminate the Agreement on 90 days written notice to the other party.
- 13.5. Effect of Expiration or Termination. Upon the expiration or termination of this Agreement, Partner will immediately cease all marketing, promotion, sales and use of the Solutions and Partner shall cease to accrue any commissions from Provider.
- 13.6. Continuing Payment Obligation. Within fifteen (15) days from the expiration or termination of this Agreement, Partner will pay any and all fees owed to Provider hereunder.
- 13.7. Survival. Expiration or termination of this Agreement will not relieve either party from its obligations arising hereunder prior to such expiration or termination. Rights and obligations which by their nature would ordinarily be expected to survive the expiration or termination of this Agreement will remain in effect after the termination or expiration of this Agreement.

14. Client Data

- 14.1. Provider agrees that any electronic data or personal information submitted by Client to Provider as a part of the Service ("Client Data") remains the property of Client and/or its end user or other third party. Provider agrees that it will comply with all applicable United States data privacy and security laws that the Services are subject to and as stated herein.
- 14.2. California Consumer Privacy Act ("CCPA"). Client agrees not to provide any data to Provider subject to the California Consumer Privacy Act ("CCPA"). Client shall indemnify and hold Provider harmless for any claims related to Client Data that is regulated under CCPA, unless the parties enter an applicable Data Processing Addendum.
- 14.3. Gramm-Leach-Bliley Act ("GLBA") & Health Insurance Portability and Accountability Act ("HIPAA") Data Processing. Client agrees not to provide any data to Provider subject to the Gramm-Leach-Bliley Act ("GLBA") or Health Insurance Portability and Accountability Act ("HIPAA"). Client shall indemnify and hold Provider harmless for any claims related to Client Data that is regulated under GLBA and/or HIPAA, unless the parties enter an applicable Business Associate Agreement.
- 14.4. General Data Protection Regulation ("GDPR") & United Kingdom Data Processing. Client agrees not to provide any data to Provider from any data subject of the European Union or the United Kingdom that is regulated under the General Data Protection Regulation ("GDPR") or similar data protection regulation. Client shall indemnify and hold Provider harmless for any claims related to Client Data that is from a data subject from the European Union or the United Kingdom, or from claims from any data protection regulatory authority enforcing GDPR compliance or similar data protection regulation. If the United Kingdom departs from the European

Union and decides to withdraw from or supersede GDPR with a similar data protection regulation, then the subsequent United Kingdom data protection regulation will be the governing regulation for United Kingdom's data subjects, unless the parties enter an applicable Data Processing Addendum.

- 14.5. New York SHIELD ACT ("SHIELD"). Client agrees not to provide any data to Provider subject to the New York SHIELD Act ("SHIELD"). Client shall indemnify and hold Provider harmless for any claims related to Client Data that is regulated under SHIELD, unless the parties enter into an applicable Written Information Security Policy.
- 14.6. Data Processing Addendum. For Clients who require the processing of CCPA, GLBA, GDPR, or United Kingdom data processing or similar data privacy and/or data protection regulation, Client must enter into an applicable agreement with Provider in the form of a data processing agreement (the "Data Processing Addendum").

15. Assignment. Provider is entering into this Agreement with Partner based in substantial part on the unique attributes that Partner and its business offer; therefore, neither this Agreement nor any of Partner's rights or obligations hereunder may be assigned, subcontracted or otherwise transferred (by merger, operation of law or in any other manner) by Partner without the prior written consent of Provider. Any attempted assignment, subcontract or other transfer of this Agreement or any of Partner's rights or obligations hereunder in contravention of this Section 13 will be void ab initio and will be considered a material breach of this Agreement. This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns.

Provider may assign or transfer the Agreement to an entity acquiring all or substantially all of the assets of that Party, whether by acquisition of assets or shares, or by merger or consolidation.

16. Governing Law; Jurisdiction and Venue. Any action related to this Agreement will be governed by the substantive laws of the State of Texas without reference to the choice of law rules thereof. The parties agree that any action will be brought exclusively in the state or federal courts located in Texas, as applicable. The parties hereby submit themselves to the personal jurisdiction and venue of such courts.
17. Equitable Relief. Each party acknowledges that any breach or threatened breach of this Agreement involving an unauthorized use of the other party's Confidential Information or intellectual property will result in irreparable harm for which damages would not be an adequate remedy, and therefore, in addition to its rights and remedies otherwise available at law, the non-breaching party will be entitled to seek injunctive or other equitable relief, as appropriate, without posting any bond. If the non-breaching party seeks injunctive or other equitable relief in the event of a breach or threatened breach of this Agreement involving an unauthorized use of its Confidential Information or intellectual property, the other party agrees that it will not allege in any such proceeding that the non-breaching

party's remedy at law is adequate. If the non-breaching party seeks any equitable remedies, it will not be precluded or prevented from seeking remedies at law, nor will it be deemed to have made an election of remedies.

18. Severability. If any provision of this Agreement is held unenforceable or invalid under any applicable law or is so held by applicable court decision, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole, and such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or court decision.

19. Accounting. Partner shall keep and maintain its books, records and accounts in reasonable detail to accurately reflect Partner's activities and transactions in relation to this Agreement or the Solutions. Partner represents, warrants, and covenants that it has devised and will maintain a system of internal accounting controls sufficient to provide reasonable assurances that all expenditures in connection with the Agreement or the Solutions are properly authorized, recorded, and consistent with this Agreement. Provider or its designated agent shall have the right, upon reasonable notice and at Provider's expense, to inspect and copy the accounts, books, and records of Partner which may reasonably be related to Partner's activities or transactions in relation to the Agreement or the Solutions.

20. Force Majeure. If either party is unable to perform any of its obligations under this Agreement because of natural disaster, actions or decrees of governmental bodies, communications line failure not the fault of the affected party, or other event beyond the reasonable control of the affected party (a "Force Majeure Event"), the party who has been so affected will immediately give notice to the other party and will do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement will be immediately suspended for the duration of the Force Majeure Event.

21. Further Assurances. Partner will execute such further documents as may reasonably be requested by Provider to achieve the intent of this Agreement.

Company Name: Whitehat Virtual _____

Signature: _____

Print Name: _____

Title: _____

Phone Number: _____

Email: _____

Date: _____