

BLACKCLOAK

SERVICES AGREEMENT

AT BLACKCLOAK, WE VALUE YOUR TRUST AND RESPECT YOUR PRIVACY AND YOUR INFORMATION. THAT'S WHY BLACKCLOAK WILL NEVER SELL, RENT OR LEASE YOUR INFORMATION. TO LEARN MORE ABOUT HOW BLACKCLOAK USES YOUR INFORMATION, SEE THE SECTION LABELED "DATA" BELOW.

This Services Agreement ("**Agreement**") governs the cybersecurity, identity theft, and privacy risk management services, which may include licenses to Software (as defined below) and other products (collectively, the "**Services**") provided to you by BlackCloak, Inc. ("**BlackCloak**"). By accepting the Services, you agree to be bound by the terms of this Agreement. "**You**" or "**you**" are the person procuring the Services who is bound by this Agreement.

In the event you obtain Services for someone in addition to yourself (all such persons including yourself collectively, the "**Covered Parties**"), you agree that you have obtained all Covered Parties' consent to obtain the Services. This Agreement shall be interpreted so that to the extent a provision says "you agree," "you acknowledge," "you warrant" or any other similar action, it shall mean "you and the Covered Parties agree," "you and the Covered Parties acknowledge," "you and the Covered Parties warrant," or other similar interpretation so that Covered Parties are bound by all such statements in this Agreement to the same effect as you. A person is eligible to be a Covered Party if that person is either (i) your spouse or registered domestic partner or (ii) eligible and claimed as a dependent on your income tax return as a qualifying child or qualifying relative, (iii) or is approved by BlackCloak.

BLACKCLOAK SERVICES

BlackCloak will perform the Services detailed in the service plan you have purchased either under an order form or invoice or through an online purchasing portal. BlackCloak Services may not be available for devices that are outdated or do not meet certain system and configuration requirements. BlackCloak offers its Services to those living in the United States.

YOUR AUTHORIZATIONS AND OBLIGATIONS

1. **Internet & Security** - You acknowledge that the use of the Internet is inherently dangerous, subjecting your information and devices to malware and other cybercrime enterprises. You acknowledge that no cybersecurity tool can protect you from all threats at all times. You acknowledge that protecting your information and devices requires your active participation, vigilance, diligence, and continued education. As such, you agree to do the following:
 - a. Where possible, use a combination of at least 14 alphabetic, numeric, upper/lowercase, and wildcard characters (e.g. \$, !, #, * etc.) for each password. Do not use the same password for multiple accounts. Do not share passwords or account logins with any third party. Never use a default password. Change passwords regularly, especially for sensitive and financial accounts. Use a password safe or other secure method for the tracking, selection, input, and safekeeping of passwords. If BlackCloak works with you on any password or other access-control problems, reset such passwords(s) as soon as possible.
 - b. Do not click Internet links, email links or open attachments/documents that are suspicious or from suspicious locations or if BlackCloak identifies such as malicious or high risk.
 - c. Use all security and privacy controls provided by BlackCloak as instructed and do not interfere with or turn off these controls.
 - d. Use dual factor authentication for access to sensitive accounts, including but not limited to email, banking/financial accounts, social media accounts, telephone accounts, etc. Utilize an up-to-date Internet router and firewall with a secure password for private

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Internet use. Ensure all Internet access on public Wi-Fi is performed using a Virtual Private Network (VPN).

- e. Notify BlackCloak in the event of the change of any of your contact information (email address, phone number, etc.).
 - f. Notify BlackCloak immediately if you believe you have been the victim of a cybersecurity breach or if you believe there has been some other compromise of your personal information, accounts, or devices.
 - g. Advise BlackCloak before onboarding if your Covered Devices have any existing antivirus or similar programs as well as any virtual machine software (e.g., Citrix or VMware), as these programs could interfere with the Services and Software provided by BlackCloak.
2. **Covered Devices** - You must advise BlackCloak of devices owned by you and any Covered Parties that are to be covered by the Services ("**Covered Devices**"). In the event you no longer own a particular Covered Device or no longer want the Services for a particular Covered Device, you must notify BlackCloak. In the event you purchase a new device and wish for it to be a Covered Device, you must notify BlackCloak.
 3. **Updates** - You acknowledge that the Services require you to keep the operating system and any other software on your Covered Devices up to date. The Services may not be fully operative on Covered Devices that do not have current operating systems or that may lack sufficient speed, hard drive space, or memory. BlackCloak is not responsible for updating operating systems and other software, for the consequences of you updating or failing to update the same, or for maintaining proper speed, space, or memory on your Covered Devices.
 4. **System Degradation** - You acknowledge that by installing Software or taking other measures recommended by BlackCloak, including but not limited to use of a VPN, you may experience Internet connectivity degradation or loss, and that Covered Devices may become non-responsive or lose functionality as a result thereof. You also acknowledge that by installing additional cybersecurity tools other than those provided by BlackCloak, Covered Devices may become non-responsive or lose functionality.
 5. **Passwords/Access/Backup** - You acknowledge that the Services do not cover loss of any information or data on a Covered Device (including login credentials, passwords, usernames, etc.). **It is your responsibility to periodically back up data stored on any Covered Device and to maintain backup codes for any applications that use dual factor authentication.**
 6. **Permissions** - You acknowledge that the Software may connect to a server-side infrastructure to send status information regarding Covered Devices and execute commands sent from the management applications. You acknowledge and agree that you have the right to perform the following and that you hereby grant BlackCloak the right to perform the following on your behalf
 - a. with respect to Covered Devices: monitor, locate, lock, wipe, scan traffic, protect, manage, update, clean, install software, block threats, remediate damage, remove malware, rebuild or reinstall operating systems and software, reapply controls, and any such other action necessary to perform the Services.
 - b. with respect to your network infrastructure at all covered residences, including both internal and external network connections: map, scan, penetration test, and any such other action necessary to perform the Services.
 7. **Background** - You authorize BlackCloak to conduct a background review of you and any Covered Parties, which review may include a consumer report, criminal history report, or other

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report generated from public records or federal, state or local government agencies prior to or while you are receiving the Services.

8. **Agent** - You hereby designate BlackCloak as an authorized agent to take the actions consistent with the Services ordered. For example and not as a limitation, such authorization would apply to signing up for Do Not Call or Do Not Mail registries, placing fraud alerts on credit reports, communicating with credit reporting agencies or similar data aggregators, conducting searches on the dark web/deep web, and procuring stolen or cracked credentials or information, submitting Opt-Out requests, etc.
9. **Lawful Purposes** - You agree to use the Services in compliance with all applicable law and not to use the Services for any unlawful purpose. You may not use the Services to gain unauthorized access, to upload, transmit, transfer data or information to BlackCloak or third parties by any means. BlackCloak reserves the right to terminate or restrict your access to the Services if, in BlackCloak's sole discretion, your use of the Services violates applicable law, infringes upon another person's rights, violates this Agreement, or has become impractical or unfeasible for any legal or regulatory reason.
10. **Cooperation** - You acknowledge that your timely provision of (and BlackCloak's access to) your residence, equipment, assistance, cooperation, data, information and materials is essential to the performance of the Services, and that BlackCloak shall not be liable for any deficiency in performing the Services if such deficiency results from your failure to provide full cooperation as required herein.
11. **Opt-Out** – If your Services include the removal or suppression of your information from third-party sites (“**Opt-Out**”), BlackCloak will use good faith, reasonable efforts, utilizing automated and manual methods, to request that your information be removed or suppressed from certain third-party sites. This includes complying with instructions posted on third-party sites and communicating with third-party sites but does not include initiating a legal proceeding on your behalf. You acknowledge that the Opt-Out Services depend on the third-parties' opt-out procedures and business practices and thus is subject to change. BlackCloak cannot guarantee that such third parties will honor requests to remove or suppress your information and cannot guarantee that all of your information will become completely unavailable from all sources or any particular source or that new information will become available on these third-party sites.

WHAT ISN'T COVERED?

You acknowledge that the Services do not include the following:

1. Setup, upgrading, or administration of operating systems, servers, third-party hardware or software.
2. Data backup or recovery or reinstallation of data stored on any hardware or storage device.
3. Anything related to the Internet service provider (ISP) or hardware providing same, including availability or speed issues.
4. The administration, configuration, maintenance, or setup of any modems, firewalls, routers or other networking equipment.
5. Troubleshooting regarding any of the above.

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FEES

You agree to pay the subscription fees and any other late fees or charges incurred (including any applicable taxes) in connection with the Services you elect to receive from BlackCloak at the rates in effect at the time the Services are ordered. Such additional charges may include, but not be limited to, fees for time spent at onboarding reprovisioning a computer with existing malware. Subscription fees are due at the beginning of your subscription term. Depending upon the type of Services you have selected, items such as reasonable travel, accommodations, and other related expenses (including any cancellation fees for travel you reschedule) may also be charged to you, but only after notifying you of those expenses. You are responsible for any payment processing fees incurred as the result of the reversal of charges on BlackCloak's payment portal. In the event the fees owed by You are paid by a third party, you acknowledge and agree that you are bound by the terms of this Agreement.

Your subscription will renew automatically at the end of each respective period for a term of equivalent length as that indicated on the initial order unless you cancel your subscription in writing to finance@blackcloak.io at least thirty (30) days before renewal.

Any Software obtained during the term may be automatically deactivated at the end of the term, and you will not be entitled to receive any Services or Software at the end of the term. You acknowledge and agree that in the event you fail to pay fees or charges incurred at the expiration of the term, BlackCloak has no further obligation to provide the Services, and you agree to remove any Software on your Covered Devices. Under no circumstances, even if you obtained the Services via an in-person onboarding, will BlackCloak be responsible for any in-person visit to uninstall the Software. You acknowledge that if the Services or Software are deactivated or removed, your Covered Devices will be exposed to cybersecurity risks (e.g. ransomware, malware, loss, corruption, etc.) unless you install and maintain appropriate cybersecurity controls.

You agree that in the event you receive a device from BlackCloak as part of the Services, you must return the device at the end of the term. If you fail to return any such device within thirty (30) days of the expiration of the term, you shall pay BlackCloak a lost device fee and hereby consent to that fee being charged to any payment method previously used.

DATA

You acknowledge that you may be required to supply certain information that is necessary for BlackCloak to provide the Services, including but not limited to, name, e-mail address, IP address and contact details. You also acknowledge that in performing the Services, BlackCloak may collect and process data on your behalf which may include certain source and destination IP addresses, host names, usernames, and policy names (all such data shall be collectively referred to herein as "**Your Data**").

You acknowledge that you are control Your Data. BlackCloak has no control or influence over the content of Your Data. You agree to advise all Covered Parties that those items defined as Your Data may be supplied to BlackCloak as part of the Services.

Your Data is necessary for BlackCloak to deliver the Services. BlackCloak will only process Your Data in accordance with your instructions and the terms of this Agreement. This means that for some Services, such as to fulfil your Opt-Out requests, BlackCloak may have to send Your Data to third parties. BlackCloak cannot control how these third parties use or treat Your Data. Except as expressly stated herein, BlackCloak will not sell, rent or trade Your Data. You acknowledge and agree that Your Data may be processed and accessible on a global basis by BlackCloak, its affiliates, agents and subcontractors for the purposes of providing the Services, to generate statistical information about the Services, for internal research and development, and as otherwise described in this Agreement.

BlackCloak may share Your Data with (i) third-party service providers engaged by BlackCloak to provide the Services; (ii) affiliates and prospective merger and acquisition candidates; (iii) law enforcement, government authorities, or other third parties in response to judicial or other governmental subpoenas,

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warrants and court orders, or otherwise when necessary to comply with applicable law; (iv) third parties to protect BlackCloak rights or property, protect BlackCloak legitimate business interests, or to enforce this Agreement; (v) third parties when BlackCloak believes in good faith that the disclosure is necessary to prevent harm, loss or suspected illegal activity (e.g., reporting requirements involving child pornography); (vi) bankruptcy trustees, successors-in-interest, asset purchasers; (vii) any third party that procured the Services on your behalf, but in such case, only that you have been the target of a nation state attack or advanced persistent threat; (viii) third parties as authorized by you. In addition, in order to promote awareness, detection and prevention of Internet security risks, BlackCloak may share certain information with research organizations and other security software vendors. BlackCloak may also use statistics derived from the information to track and publish reports on security risk trends.

BlackCloak will take commercially reasonable measures to protect Your Data against accidental loss, destruction, or damage.

Third parties engaged by BlackCloak to provide portions of the Services may have their own policies with respect to Your Data, and BlackCloak is not responsible for their information sharing and security practices. It is your responsibility to review the privacy and security policies of such third parties.

LICENSE

The Services may include access to software, including updates or upgrades (collectively, the “**Software**”) which could require your active participation in an installation process or which may be installed remotely by BlackCloak. The Software is the proprietary property of BlackCloak or its licensors and is protected by copyright and other intellectual property law. BlackCloak and its licensors retain any and all rights, title and interest in and to the Software, including in all copies, improvements, enhancements, modifications and derivative works of the Software. Your rights to use the Software shall be limited to those expressly granted in this Agreement. All rights not expressly granted to you are retained by BlackCloak and/or its licensors. BlackCloak hereby grants you and only you a non-exclusive, limited, non-assignable, non-transferable, non-sublicensable license to use Software.

You may not copy, reproduce, sub-license, rent, sell, lease or share any Software or any materials accompanying the same. You may not reverse engineer, recompile, disassemble, create derivative works, modify, translate, or make any attempt to discover the source code for Software.

The text, graphics, images, video, design, organization, compilation, look and feel, advertising and all other protectable intellectual property, including any user names and email addresses utilizing any BlackCloak propriety domain name (the “**Content**”) available through the Services is BlackCloak’s property or the property of BlackCloak’s licensors and is protected by copyright and other intellectual property laws. BlackCloak retains any and all rights, title and interest in and to such Content. Unless BlackCloak provides you with its written consent, you may not sell, publish, distribute, retransmit or otherwise provide access to the Content received through the Services to anyone.

BlackCloak may revoke any license granted by this Agreement in the event you violate this section.

CONFIDENTIALITY

You agree that the Services (including which specific services are offered and how they are provided), the pricing of the Services, the Software, and any documentation that is provided with the Software, constitute confidential, proprietary information of BlackCloak (“**BlackCloak Information**”). You shall permit only the Covered Parties to have access to the BlackCloak Information and the Services. You will use reasonable measures to protect the BlackCloak Information, and you will notify BlackCloak immediately in the event the BlackCloak Information is disclosed to an unauthorized third party.

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INDEMNIFICATION

You, on behalf of yourself and any Covered Parties, shall defend and indemnify and hold BlackCloak and its affiliates, shareholders, employees, agents, and subcontractors harmless against all claims, losses, actions, damages, liabilities, suits, proceedings, costs, and expenses including reasonable legal expenses and fees arising out of, resulting from or relating to: (i) any breach of a representation or warranty made by you in this Agreement; (ii) your failure to comply with any applicable laws or regulations; (iii) your modification of the Software, and any claim against BlackCloak in connection with any unauthorized installation, use, copying, access or distribution of any Software; (iv) any alleged infringement or misappropriation of any intellectual property rights of any third party based on or related to Software modifications not made by BlackCloak; (v) any alleged eavesdropping, interception, failure of delivery or loss of data sent, stored or received using the Services; and/or (vi) your breach of this Agreement.

DISCLAIMERS/LIMITATION OF LIABILITY

YOU AGREE THAT YOUR ACCESS TO, AND USE OF, THE SERVICES AND ANY ACCOMPANYING SOFTWARE IS ON AN "AS-IS", "AS AVAILABLE" BASIS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, BLACKCLOAK SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. BLACKCLOAK AND ITS SUBSIDIARIES, AFFILIATES, SHAREHOLDERS, DIRECTORS, OFFICERS, EMPLOYEES AND LICENSORS (THE "BLACKCLOAK PARTIES") WILL NOT BE LIABLE (JOINTLY OR SEVERALLY) TO YOU OR ANY OTHER PERSON AS A RESULT OF YOUR ACCESS OR USE OF THE SERVICES FOR INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOST SAVINGS AND LOST REVENUES, LOSS OF GOODWILL, WORK STOPPAGE, LOSS OF DATA, DEVICE FAILURE OR MALFUNCTION (COLLECTIVELY, THE "EXCLUDED DAMAGES"), WHETHER OR NOT CHARACTERIZED IN NEGLIGENCE, TORT, CONTRACT, OR OTHER THEORY OF LIABILITY, EVEN IF ANY OF THE BLACKCLOAK PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN ANY OF THE EXCLUDED DAMAGES, AND IRRESPECTIVE OF ANY FAILURE OF AN ESSENTIAL PURPOSE. IF ANY APPLICABLE AUTHORITY HOLDS ANY PORTION OF THIS SECTION TO BE UNENFORCEABLE, THEN THE BLACKCLOAK PARTIES' LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

THE SOFTWARE IS NOT FAULT-TOLERANT AND IS NOT DESIGNED OR INTENDED FOR USE IN ANY HAZARDOUS ENVIRONMENT REQUIRING FAIL-SAFE PERFORMANCE OR OPERATION. THE SOFTWARE IS NOT FOR USE IN THE OPERATION OF AIRCRAFT NAVIGATION, NUCLEAR FACILITIES, COMMUNICATION SYSTEMS, WEAPONS SYSTEMS, DIRECT OR INDIRECT LIFE-SUPPORT SYSTEMS, AIR TRAFFIC CONTROL, OR ANY APPLICATION OR INSTALLATION WHERE FAILURE COULD RESULT IN DEATH, SEVERE PHYSICAL INJURY OR PROPERTY DAMAGE.

BlackCloak's total liability under this Agreement for any reason shall be limited to the actual fees you have paid BlackCloak, if any, for the Services, within the 1-year period preceding the event forming the basis of the claim, as agreed-upon liquidated damages and not as a penalty. It is intended and expressly agreed that the purpose of the preceding provisions is to set an upper limit to the amount you may recover and to fix liability of BlackCloak at a specific sum.

MISCELLANEOUS

Terms Changes - BlackCloak may change the terms of this Agreement at any time. Your use of the Services after notice of such changes signifies your agreement to be bound by such changed terms.

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Notices - You agree that BlackCloak may provide all notices and other communications electronically by means of posts to the BlackCloak website, messages to your BlackCloak account, email, or message to your mobile device.

Export Control - You acknowledge that the Software and related technical data and services (collectively "**Controlled Technology**") are subject to the import and export laws of the United States, specifically the U.S. Export Administration Regulations (EAR), and the laws of any country where Controlled Technology is imported or re-exported. You agree to comply with all relevant laws and will not to export any Controlled Technology in contravention to U.S. law nor to any prohibited country, entity, or person for which an export license or other governmental approval is required.

JURY TRIAL - YOU HEREBY WAIVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED BY BLACKCLOAK.

Arbitration - Except for actions to protect intellectual property rights and to enforce an arbitrator's decision hereunder, all disputes, controversies, or claims arising out of or relating to this Agreement or a breach thereof shall be submitted to non-binding arbitration under the rules of the American Arbitration Association ("AAA") then in effect. There shall be one arbitrator, and such arbitrator shall be chosen by mutual agreement of the parties in accordance with AAA rules. The arbitration shall take place in Orlando, Florida, and may be conducted by telephone or online. The arbitrator shall apply the laws of the State of Florida to all issues in dispute. The controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party.

Attorneys' Fees - If any action is instituted by a party to enforce any of the terms and provisions contained in this Agreement, or for breach thereof, the prevailing party in such action shall be entitled to such reasonable attorneys' fees, costs, and expenses as may be fixed by a court of competent jurisdiction.

Nonsolicitation - You will not directly or indirectly solicit or attempt to solicit any of BlackCloak's employees or other consultants to leave their employment or consultancy, either for yourself or for any other person or entity.

Governing Law; Consent to Personal Jurisdiction - This Agreement shall be governed by the laws of the State of Florida, without regard to the conflicts of law provisions of any jurisdiction. To the extent that any lawsuit is permitted under this Agreement notwithstanding the arbitration provision above, the parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in and for Orange County, Florida.

Assignment - You may not sell, assign or delegate any rights or obligations under this Agreement. BlackCloak may assign this Agreement and its rights and obligations under this Agreement to any successor to all or substantially all of Company's relevant assets, whether by merger, consolidation, reorganization, reincorporation, sale of assets or stock, change of control or otherwise.

Entire Agreement - This Agreement and any order form constitute the entire agreement and understanding between the parties with respect to the subject matter herein and supersede all prior written and oral agreements, discussions, or representations between the parties. To the extent any terms set forth in any order form conflict with the terms set forth in this Agreement, the terms of this Agreement shall control.

Headings - Headings are used in this Agreement for reference only and shall not be considered when interpreting this Agreement.

Severability - If a court or other body of competent jurisdiction finds, or the parties mutually believe, any provision of this Agreement to be invalid or unenforceable, such provision will be enforced to the

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maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

Waiver - No waiver of any rights under this Agreement, will be effective unless in writing signed or acknowledged by the parties.