



DeepNet

IT Master Services Agreement

This IT Master Services Agreement ("Agreement" or "MSA") is made and entered into as of the "Effective Date" on any signed Service Order by and between DeepNet LLC, a California Limited Liability Company, and its subsidiaries with its principal place of business located at 548 Market St PMB 31588, San Francisco, CA, 94104-5401 ("DeepNet") and the company referenced in the signed Service Order ("Client").

DeepNet and Client are sometimes collectively referred to in this Agreement as the "Parties" and each individually as a "Party". In addition, capitalized terms used in this Agreement and not otherwise defined in this Agreement will have the respective meanings ascribed to such terms in the Service Order. In the event of any inconsistency between this Agreement and the Service Order, the terms of the Service Order shall prevail but only to resolve that inconsistency.

In consideration of the mutual promises contained herein and other good and valuable consideration, the Parties hereby agree as follows:

1. Term; Termination; Services.

(a) Services Provided. Client retains DeepNet to provide the services specified in the applicable initial Service Order, incorporated herein, and all subsequent modifications and amendments to the initial Service Order as well as all new Service Orders entered into between the Parties (collectively referred to as "Services"), at the terms set forth therein.

(b) License. Except as otherwise provided in this Agreement, DeepNet hereby grants Client a non-exclusive, non-transferable, worldwide non-sublicensable, right and license to use the Services solely for Client's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Client are reserved by DeepNet.

(c) Term. The initial term of this Agreement is stated in the Service Order, commencing on the Contract Commencement Date as set forth in the Service Order ("Initial Term"). After the end of the Initial Term, the term of this Agreement will automatically renew following

the terms of any active Service Orders (together, the Initial Term and each renewal term, "Term").

(d) Termination. The Service Order may be terminated by either Party, for any reason, within the notice period identified in the Service Order by providing written notice as provided in Section 26 ("Notices"). Should Client provide notice of termination of any Service Order, Client will be obligated to pay the remainder of the Service Charges as listed in any Service Order due in the current Term of that Service Order. Both Parties' rights and obligations under this Agreement, including but not limited to Client's obligation to pay DeepNet for all costs and expenses incurred and Services performed under this Agreement and DeepNet's obligation to continue the existing Services, will remain in effect through the specified termination period. The final date that services are rendered will be considered the "Termination Date". Either Party will have the right to immediately terminate this Agreement if the other Party materially breaches any of the provisions of this Agreement and such breach is not cured within thirty (30) days after the giving of written notice. Notwithstanding any other provision of this Agreement, this Agreement will terminate on the filing of a bankruptcy petition by or against either Party, provided, however, that either Party may seek any rights or remedies it may have against the other in the bankruptcy proceeding that ensues as a result of the petition filing.

(e) Supplemented, Amended, Modified or Subsequent Service Order. A Service Order may be supplemented, amended or modified only by written confirmation by the Parties; a Service Order may supplement, amend or modify any existing Service Order if explicitly stated.

(f) Separate Project. A Separate Project is additional work outside the scope of a Service Order which will require separate negotiation and agreement between DeepNet and Client. In most cases, any work desired by Client but not specifically included in a Service Order will constitute a Separate Project. Client acknowledges and understands that any Separate Projects desired by Client will require Client to make additional expenditures above and beyond what is to be paid to DeepNet as compensation for Services as described in the relevant Service Order.

2. Client Obligations.

(a) Client's IT systems must meet certain criteria to be supportable by DeepNet and DeepNet has confirmed that Client's current systems are supportable. Prior to the Commencement Date, Client will ensure that their systems meet the minimum specifications stipulated under Client Obligations identified as such in the Service Order.

(b) Client acknowledges that Client Obligations specified in a Service Order are material to performance of the Service Order and failure to meet the Client Obligations will constitute a material default under this Agreement.

3. Scope of Services Provided by DeepNet.

As set forth in the relevant Service Order, DeepNet will provide, service and support Client's "On-Premises" IT infrastructure, defined as any and all hardware leased or owned by Client and/or DeepNet' owned and hosted "Virtual IT" infrastructure, which may include any of the component Services described below. Components not expressly set forth in a Service Order will in the case of DeepNet not be supported by DeepNet, and in the case of Client not be obligations of Client, without amendment of such Service Order.

(a) Response Timeframes. DeepNet uses a three-tier approach when assessing the severity of a support incident, and all such determinations will be made by DeepNet in good faith and acting reasonably with all ambiguities or conflicts resolved by assuming a higher tier. DeepNet will use all reasonable means to comply with the Response Timeframe as listed in the Service Order for the following types of incidents:

- (1) Severity 1. Business critical function disrupted. Client's operations are suspended or degraded to below the negotiated performance standard. Client is unable to execute its primary business functions or service its customers for any period of time. Examples of this type of incident include:
 - (i) Website down or inaccessible.
 - (ii) Email system down.
 - (iii) Multiple users unable to access corporate infrastructure.
 - (iv) Business critical applications fail to launch.
- (2) Severity 2. Non-critical support incident. Client's operations are not critically impacted by the incident. Examples of this type of incident include:
 - (i) Individual user unable to access virtual infrastructure.
 - (ii) Unable to email a particular external party or domain.
 - (iii) Application fails to launch.
- (3) Severity 3. Low priority change or question. Issues that do not impact business function at all, such as an add/move/change to an existing system. Examples of this type of issue include:
 - (i) Application installation or configuration change.
 - (ii) Technical question.
 - (iii) Deployment of a new user.

- (iv) Scheduled maintenance.

(b) IT Infrastructure Support. IT Infrastructure Support includes troubleshooting and maintaining the virtual machine(s) that store Client data and serve the applications desired by Client as hosted on DeepNet' Virtual IT infrastructure or Client's On-Premises systems.

- (1) IT Infrastructure support includes:
 - (i) Troubleshooting and reasonable resolution of all server problems and failures for systems listed in the Service Order.
 - (ii) Maintenance of existing servers, other hardware and server software, including patches, updates, and service packs.
 - (iii) Adds/Moves/Changes to all user accounts and security permissions.
- (2) IT Infrastructure support does not include:
 - (i) Deployment of additional infrastructure. The specification, deployment or configuration of any new IT Infrastructure or physical infrastructure into the existing environment is a Separate Project, with the terms and conditions of such introduction to be negotiated pursuant to a separate agreement between DeepNet and Client.
 - (ii) Network or Telecom support unrelated to DeepNet Virtual IT or Client On-Premises infrastructure.
 - (iii) Repairs of physical equipment. DeepNet does not perform and is not responsible for the actual repairs of faulty or defective equipment not owned by DeepNet.
 - (iv) Operating System Upgrades and Migrations. The installation of new versions of the operating system or migrations from one operating system to another, either by individual computers or multiple computers, constitutes a Separate Project.
 - (v) Major application upgrades or migrations. The installation of a major new release of an application will, at DeepNet' sole determination constitute a Separate Project. A major new release is any release of software that is not a patch, service pack, or minor 'point' upgrade.

(c) Desktop Support. Desktop Support involves the general troubleshooting, reasonable problem resolution, maintenance and installation of the software associated with a specific user's desktop environment in Client's On-Premises systems or as hosted on DeepNet' IT infrastructure.

- (1) Service Desk includes:

- (i) Troubleshooting desktop problems and failures.
- (ii) Reasonable resolution of failures relating to virtual desktop function or software/hardware failures listed in the Service Order.
- (iii) Deployment and configuration of one new virtual desktop environment for, up to and including, the total number of users as listed on the Service Order (unless exceeded as provided in Section 3(h)).
- (2) Service Desk does not include:
 - (i) Support for off-premises and/or personal equipment Client uses to connect to Client's On-Premises systems or DeepNet' IT Infrastructure (such as a desktop PC, laptop, or home router), except as provided for in the Service Order.
 - (ii) Excessive Reinstallations. More than 2 re-installations of Client's operating system, applications, or physical systems per calendar year will constitute a Separate Project.
 - (iii) Software installed by Client. Support of any desktop or server software unilaterally installed or upgraded by Client or Client's agents (other than DeepNet) after the Commencement Date will constitute a Separate Project.
 - (iv) Operating system upgrades and migrations. The installation of new versions of the operating system, or migration from one operating system to another, either by individual systems or multiple systems, constitutes a Separate Project.

(d) Tech Advisory.

- (1) Tech Advisory includes:
 - (i) Architecture, design and development consultation and decision making for IT dependent business operations.
 - (ii) Project management related to external technology related vendors.
 - (iii) If Client elects, IT budget planning and consulting regarding cost-saving measures.
 - (iv) Oversight and supervision of software and website development projects.
- (2) Tech Advisory does not include:
 - (i) Web or application development. Any development work that requires the services of a dedicated developer is a Separate Project.
 - (ii) Hardware or software purchasing. Client will be responsible for all costs associated with their IT infrastructure except as provided for on the Service Order; provided, however, that Client may consult DeepNet on hardware and software alternatives and cost-saving measures.

(e) Network & Telecom Support. Network and Telecom Support includes troubleshooting and maintaining the systems that network Client's systems and connect them to the Internet. Network and Telecom Support includes:

- (1) Network & Telecom Support includes:
 - (i) Remote troubleshooting of network problems and issues at the sites listed on the Service Order.
 - (ii) Maintenance of existing network hardware.
 - (iii) Processing and supervision of all warranted repairs relating to the network.
 - (iv) Basic troubleshooting of telecom issues and escalation to the appropriate vendor if necessary, including coordination and supervision of vendor repairs and/or maintenance.
 - (v) Adds/Moves/Changes to individual user phone stations & voicemail boxes.
 - (vi) Coordination with external phone providers and vendors.
- (2) Network & Telecom Support does not include:
 - (i) Troubleshooting or repair of network cabling. If and when cabling problems are identified, DeepNet will engage, at Client's expense, a cabling service and repair company to perform any needed repairs or maintenance. Such work will constitute a Separate Project, with the terms and conditions of such work to be negotiated between DeepNet, Client and the cabling company, as applicable, subject to the provisions of Section 11, below.
 - (ii) Repair of Internet connectivity and/or WAN circuits. Problems of this nature must be resolved by the appropriate vendor, at Client expense.
 - (iii) Repairs. DeepNet does not perform, and is not responsible for, any repairs of faulty or defective Network or Telecom equipment. Client will be responsible for contacting and arranging with the applicable manufacturer and/or vendor to make the necessary repairs and to fix defects. If negotiated and agreed in writing in a Service Order, DeepNet will facilitate the warranty and repair process with the appropriate third-party manufacturer and/or vendor, as applicable.
 - (iv) New equipment. Except for the consulting services described above, Network Support does not include the procurement or configuration of any new Network equipment. Any new networking equipment and/or related infrastructure is a Separate Project to be negotiated pursuant to a separate agreement between DeepNet and Client.

- (v) Moves to new facilities. The move of existing equipment, and/or the relocation of users from one facility to another, constitutes a potential change to Tech Advisory Services.

(f) On-site support. "On-site" includes any activity performed by an agent or representative of DeepNet related to the Services of this Agreement that requires the technician's physical presence at Client's premises. DeepNet will not provide on-site support for Client's physical infrastructure unless specifically included under the Service Order or negotiated as a Separate Project. DeepNet will make every reasonable effort to ensure Client's access to DeepNet' Virtual IT Infrastructure and will work diligently with Client's personnel in the resolution of any issues.

(g) Travel. If Client should require an agent of DeepNet to travel more than 60 miles from DeepNet' headquarters for any reason, Client agrees to be responsible for all reasonable, travel expenses related to said travel, and will compensate DeepNet at a minimum rate of \$175 per hour that the agent is engaged in travel. All proposed travel expenses will be submitted to Client for prior approval.

(h) Supportable Hardware and Software. If in the Service Order, and incorporated herein by reference, is a list of Client's current hardware and software that are currently supportable by DeepNet, then any hardware or software not listed and which is required to be installed, configured, or modified for Client's systems to be supportable by DeepNet constitutes a Separate Project with the terms and conditions of such Separate Project to be negotiated pursuant to a separate agreement by DeepNet and Client.

(i) Service Level Guarantee. A Service Order may include a Service Level Guarantee (SLA) on Services provided. If an SLA is provided for in a Service Order, DeepNet will make the Services available for Client access at least the same percentage of time as listed in the SLA, twenty-four (24) hours per day, seven (7) days per week.

- (1) Exclusions. Any SLA is only applicable to systems owned by DeepNet and included on the Service Order. Events which are not covered under an SLA will include events related to access problems arising from Client's Internet service provider, phone line failures, power failures, failure by Client to make payment on service or lease of equipment, force majeure, or other acts over which DeepNet has no direct or indirect control, and any other events specified in the applicable Service Order. Maintenance or outages scheduled with at least 7 days advance notice will not be counted against the SLA. Inaccessibility of an individual Service will not count against the SLA unless explicitly listed in the Service Order.

(j) Backups. DeepNet offers a data backup service for IT Infrastructure and Virtual Desktops managed or hosted by DeepNet. Specific resources to be backed up and backup schedules are listed on the Service Order. DeepNet will use its best efforts to maintain the integrity and avoid loss of data in backups as set forth in the relevant Service Order.

- (1) DeepNet will only back up those IT Infrastructure and Virtual Desktop systems specifically listed in the Service Order. DeepNet will not be liable or responsible for any loss of data or Services on any systems which are not backed up pursuant to the Service Order. In the event of a disaster or data loss on a system with no backup, DeepNet has no ability to restore the affected systems.
- (2) DeepNet has sole discretion to determine how the backup obligations listed on the Service Order are met.
- (3) Encryption. Backups are not encrypted unless explicitly listed on the Service Order.
- (4) Resources Backed Up. Backups are composed of the IT Infrastructure and Virtual Desktops to be backed up. Individual resources within that Virtual IT Infrastructure or Virtual Desktops that are not expressly listed on the Service Order as being backed up are only backed up as part of the Virtual IT Infrastructure or Virtual Desktop as a whole. Restoration from a backup may cause intermediate data loss.
- (5) Daily Backup Retention. Unless otherwise stated in the Service Order, backups listed as "daily" will only be retained for a period of 24 hours or until the next successive backup job runs, whichever comes first.
- (6) Weekly Backup Retention. Unless otherwise stated in the Service Order, backups listed as "Weekly" will be retained for up to 31 days.
- (7) On-Site Rotation. Unless otherwise stated in the Service Order, on-site backups will be retained at the colocation facility hosting the Virtual IT Infrastructure. A disaster at the facility causing loss of the Virtual IT Infrastructure may also cause destruction of on-site backups.
- (8) Off-Site Rotation. Unless otherwise stated in the Service Order, off-site backups are moved to an off-site secure storage provider of DeepNet' choice. This may involve physical media handling or electronic transmission at DeepNet' discretion.
- (9) Archival Backups. Unless otherwise stated in the Service Order, backups are intended only to provide a disaster recovery option, and are not intended to be archival in nature. Archival backups may be purchased as a separate option per the terms in the Service Order.

- (10) Restoration. Client may request a restoration at any time by contacting the DeepNet helpdesk per the procedure listed in the Service Order. Pursuant to the above backup limitations, not all restoration requests may be granted. Restoration requests may result in additional charges being incurred. In the event the requested data is over 24 hours old, DeepNet or its agents may take up to 72 hours to comply with the restoration request.

(k) Data Replication. DeepNet offers a data replication service for IT Infrastructure and Virtual Desktops managed by DeepNet. Specific resources to be replicated and replication schedules are listed on the Service Order. DeepNet will use its best efforts to maintain the integrity and avoid loss of replicated data as set forth in the relevant Service Order.

- (1) DeepNet will only replicate those IT Infrastructure and Virtual Desktop systems specifically listed in the Service Order. DeepNet will not be liable or responsible for any loss of data or Services on any systems which are not replicated pursuant to the Service Order. In the event of a disaster or data loss on a system with no replica, DeepNet has no ability to restore the affected systems.
- (2) DeepNet has sole discretion to determine how the replication obligations listed on the Service Order are met.
- (3) Encryption. Replicas are not encrypted unless explicitly listed on the Service Order.
- (4) Resources Replicated. Replicas are composed of the entire Virtual IT Infrastructure and Virtual Desktops to be replicated. Individual resources within that Virtual IT Infrastructure or Virtual Desktops that are not expressly listed on the Service Order as being replicated are only replicated as part of the Virtual IT Infrastructure or Virtual Desktop as a whole. Restoration from a replica may cause intermediate data loss.
- (5) Replica Retention. Replicas are maintained in a "real-time" state, meaning, each replication process will overwrite the previous replica. Archival backups and off-site archival backups may be purchased as a separate item in the Service Order or under an amended Service Order.
- (6) Replication Target. Unless otherwise stated in the Service Order, replicas are stored at a DeepNet datacenter location defined in the Service Order.
- (7) Activation of DR site. In a disaster event where restoration of the primary site is projected to exceed SLA requirements, DeepNet will attempt to contact Client's technical or management contacts as defined in the Service Order. Client will determine whether or not to "activate" the disaster recovery site. At the moment Client authorizes activation, DeepNet will be subject to the RTO as defined in the Service Order. Activation may be subject to charges as described in the Service Order.

- (8) Recovery Point Objective ("RPO"). RPO is defined as the maximum amount of time allowed to pass between successive replications. RPO describes the maximum allowable amount of data loss in an activation event. Should an RPO be exceeded, the amount of time from the last available copy of the data and the recovery time will be counted against the SLA.
- (9) Recovery Time Objective ("RTO"). RTO is defined as the maximum amount of time allowed to pass between a disaster event and activation of the replica copy. RTO will begin at the moment the DR site is "Activated" per Client instructions.
- (10) Service Level Agreement. In a disaster event, the Service Level Guarantee will apply after the RTO as defined in the Service Order has been exceeded. For example, should a given system have an RTO of 1 hour, and a restoration event takes 2 hours, 1 hour will apply to the Service Level Guarantee calculation.
- (11) Performance of Replicated Systems. In an activation event, DeepNet will use best-efforts to ensure the performance of replicated systems. DeepNet cannot guarantee that system performance will be identical to systems running on the primary infrastructure.
- (12) Reactivation of Primary Infrastructure. Upon conclusion of the disaster event, DeepNet will work to restore service on the primary infrastructure. Once the primary infrastructure is ready to resume operation, DeepNet will work with the Client to establish a procedure for returning service to the primary infrastructure. Client understands that primary service restoration may necessitate an outage while service is returned to the primary site.

4. Ownership of Client Data.

Client and DeepNet agree that all Client data residing on DeepNet infrastructure is the exclusive property of the Client. DeepNet assumes no liability for the content of Client data residing on DeepNet equipment. Upon contract termination, Client data will be furnished to Client within five (5) business days of Agreement termination date at Client's expense. DeepNet will destroy all Client data residing on DeepNet' infrastructure thirty (30) days after Agreement termination.

5. Ownership of DeepNet Information.

Client acknowledges that, except as otherwise set forth herein, the data, Services, website, documentation and/or any developments that result from providing Services to Client hereunder (i) are proprietary in nature and owned exclusively by DeepNet, (ii) are to be used exclusively for the purposes described herein, and (iii) may not be copied, sold, transferred, assigned, sub-licensed, published, or conveyed to any third-party without

the written consent of DeepNet. Client will not reverse-engineer or attempt to reverse-engineer any DeepNet information. Nothing herein will be construed to impair Client's ownership in Client's data, website, and/or other property and information that belongs to Client.

(a) Ownership of Client Information, Unique Developments. DeepNet and Client acknowledge that the Client data, Client website content, and developments specifically developed for Client or unique to Client ("Client Information") are the property of Client. DeepNet acknowledges and agrees that any copyrightable works prepared by DeepNet for Client using Client Information pursuant to this Agreement are "works for hire" under the Copyright Act and that the Client will be considered the author and owner of such copyrightable works.

6. Ownership of Hardware and Software Licenses.

Pursuant to the terms listed in the Service Order, DeepNet may provide physical hardware to access the Virtual IT Infrastructure or software licenses for use within the Virtual IT Infrastructure.

(a) Client and DeepNet agree that all operating system and software application licenses purchased by DeepNet for use on DeepNet Virtual IT Infrastructure, as described in the Service Order, are the property of DeepNet. Software licenses purchased by Client for use on DeepNet Virtual IT Infrastructure are property of Client. Software licenses purchased by Client for use on Client On-Premises systems are property of Client. Within five (5) business days of the Termination Date, licenses for all applications and virtual machines no longer on DeepNet Virtual IT Infrastructure must be purchased by Client. If Client fails to purchase such licenses after five (5) business days, DeepNet will have the right to terminate such licenses.

(b) Client and DeepNet agree that all hardware purchased by DeepNet and provided to Client is the property of DeepNet. Hardware purchased by Client for use connecting to DeepNet Virtual IT Infrastructure is property of Client. Within five (5) business days of the Termination Date, Client must return any hardware provided by DeepNet to DeepNet at Client's expense.

7. Intellectual Property.

Except as provided herein, DeepNet alone will own all right, title and interest, including all related intellectual property rights, in and to DeepNet' technology, data, documentation, website and Services, as well as any and all suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client or any other party relating to the equipment and techniques employed to perform the Services (all of the

foregoing being the "Rights"). Except as provided herein, to the extent that any such Rights are not deemed owned by DeepNet pursuant to the prior sentence or Section 5(a) hereof, Client hereby irrevocably assigns and transfers all such Rights to DeepNet. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Services except as specified herein, DeepNet' technology, data, documentation, website or the Rights owned by DeepNet. Each Party's name, logo, and other marks, and the product names associated with such Party's business are trademarks of such Party or third parties, and no right or license is granted to use them without the express written consent of the owner of such intellectual property.

8. Hosting Consumables.

For DeepNet' owned IT systems listed in the Service Order, Client will receive a certain limited amount of computing resources as specified in the Service Order ("Consumables"). If Client exceeds the allotted monthly amount of Consumables, DeepNet may charge Client additional monthly fees for each additional unit of Consumables used by Client. The volume of Consumable consumption will be measured and determined by DeepNet in its sole and reasonable discretion.

(a) Consumables Increases. Each additional user of the Services will increase the total number of Consumables allowed on the account by the amount listed on the Service Order. All Consumable resources are pooled for the purposes of calculating usage and billing.

(b) Notification. Should Client be nearing or over the Consumables limit as defined in the Service Order, DeepNet will make a reasonable effort to notify Client of the overage prior to additional charges accruing. If DeepNet fails to notify Client or if Client does not receive or acknowledge the notification, Client will still be obligated to pay for any overages.

(c) Billing Cycle. Should Client exceed the Consumables limit as defined in the Service Order, Client will be billed in arrears according to the schedule described in the Service Order. If Client is frequently over its allotted Consumables limit, DeepNet may at its discretion issue a new Service Order.

(d) Types of Consumables:

- (1) Primary data storage. Primary data storage is all data accessible by Client from within its Virtual IT Infrastructure. This may include Virtual Desktop storage, shared drives, or desktop or server system volumes. Primary data storage does not include data in backup data sets or data on secondary storage systems that is not immediately accessible by Client from within its Virtual IT Infrastructure.

- (2) Secondary data storage. Secondary data storage is all data stored or maintained by DeepNet that is not immediately accessible to Client from within its Virtual IT Infrastructure. This may include tape or disk backups, disaster recovery or business continuity replicated data, or data at physical sites not accessible by Client.
- (3) CPU Cores. CPU cores is the total amount of virtual processors consumed by IT Hosting Infrastructure or Virtual Desktops over the measurement period. It is measured in increments of 2 vCPU.
- (4) Random access memory (RAM). Each Client account is allotted a certain amount of RAM as detailed in the Service Order. All virtual machines in operation count against this total. DeepNet reserves the right to force virtual machines over Client's RAM allocation to swap portions of their memory to primary data storage. Such swapping may cause performance degradation in the virtual environment and incur additional IOP, CPU time, or Primary data storage charges. It is measured in blocks of 4GB of RAM.

9. User Conduct.

All Services provided by DeepNet will only be used by Client and those acting on its behalf for wholly lawful purposes. Any use which violates any local, state, federal, or international law, regulation, ordinance, statute, policy or enactment, which is or may be applicable to DeepNet or Client, is strictly prohibited. Client agrees to adhere to all reasonable systems utilization policies and procedures as published on-line by DeepNet from time to time. Client agrees to review all policies and procedures on a regular basis so as to ensure full compliance with same.

(a) Except for incidents beyond Client's reasonable control, Client agrees not to use electronic mail, Usenet postings, or other Internet media to (i) send spam, chain letters, or pyramid schemes or otherwise duplicative or unsolicited messages in violation of applicable laws, including, without limitation, the CAN-SPAM Act of 2003 (Controlling the Assault of Non-Solicited Pornography and Marketing Act); (ii) include any false or misleading header information in any email including, without limitation, the "from" information, the "to" information, the "regarding" information, the routing information (including without limitation, the originating domain name and email address), or anything else; (iii) fail to accurately identify the person who initiated the email; (iv) include a deceptive or misleading subject line; (v) fail to provide an active, tested and verifiable opt-out method; (vi) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violating third-party privacy rights; (vii) send or store material containing software viruses, worms, Trojan horses or other harmful or malicious computer code, files, scripts, agents or programs;

(viii) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (ix) attempt to gain unauthorized access to the Services or its related systems or networks.

(b) Without limiting other remedies, DeepNet, at its sole discretion, may limit, suspend, terminate or prohibit access to the Services and user accounts, and take any technical and legal steps to keep users off the Service if there is evidence or reason to suspect they are interfering with other users' ability to use the Services, incurring any potential legal liabilities, or acting inconsistently with the letter or spirit of DeepNet' policies. DeepNet will make a reasonable effort to notify Client prior to termination of Services and will reasonably work with Client to bring Client's environment back into compliance with DeepNet' policies.

10. Non-Exclusivity.

Except as set forth herein or in any Service Order, DeepNet retains the right to perform Services for other entities and businesses, including any entities or businesses engaged in competitive activities with Client, so long as such performance of Services does not interfere or create a conflict with DeepNet' duties and obligations to Client under this Agreement or any Service Order.

11. Exclusive Vendor.

(a) Services, Hardware and Software. Throughout the Term of this Agreement and solely to the extent set forth in any Services Orders, DeepNet is the exclusive vendor for all IT support services relating to the IT Infrastructure, under this Agreement. Except as provided in paragraphs 11(a)(1), (2), (3) & (4) below, and solely to the extent set forth in any Services Orders, DeepNet is the exclusive vendor of any and all hardware, software, and/or Services under this Agreement. Accordingly, Client and DeepNet agree that:

- (1) Approvals. All Separate Projects, third-party vendors, IT, new hardware, new software and any and all project initiatives are subject to the prior approval of both DeepNet and Client.
- (2) Third-Party Vendors; No Liability. Other IT vendors may be engaged by Client (and in some cases it may be required that Client engage other vendors), but only with the prior approval of DeepNet. DeepNet must be included in all decisions regarding the engagement of any third-party vendors, whose products or services may impact Client's software or hardware and the Services provided by DeepNet. DeepNet is not responsible or liable for any acts or omissions attributable to any third-parties who perform IT services for Client.

- (3) No Alien Technology. No new hardware, software or any other technology may be introduced into Client's IT environment, in any manner or for any reason, without the prior review and approval of DeepNet. Should any new hardware, software or any other technology be introduced into Client's IT environment without the prior approval of DeepNet, such introduction will, at the election of DeepNet: (i) constitute a material default under this Agreement, or (ii) constitute a Separate Project if Client requires support of the alien technology.
- (4) Whenever DeepNet' approval is required in connection with this Agreement, such approval will not be unreasonably withheld, delayed or conditioned.

12. Management Contact.

DeepNet will coordinate with the Management Contact listed in a Service Order, who will channel issues between DeepNet and Client's upper management, and the Management Contact will be Client's representative responsible for discharging Client's obligations under this Agreement as it pertains to that Service Order. Client may change its Management Contact at any time by providing written notice to DeepNet.

13. Independent Contractor Status; Non-agency.

DeepNet and Client agree, represent and warrant that DeepNet and all agents and representatives of DeepNet on-site at Client's premises or otherwise, are independent contractors. DeepNet is not serving as an employee, agent, or representative of Client in any manner or capacity. DeepNet is responsible for providing, at DeepNet' expense, all compensation, disability, unemployment and other insurance, worker's compensation, training, permits and licenses for DeepNet' employees.

14. Indemnity.

Each Party will indemnify and hold harmless the other Party and its officers, directors, agents and employees, to the fullest extent permitted by applicable law, from and against any losses, damages, awards, penalties, or injuries incurred by the indemnified Party, including reasonable attorney's and professionals' fees, solely to the extent caused by the negligent acts, errors or omissions of the indemnifying Party (collectively, "Losses"), provided that the indemnifying Party is promptly notified of any suits, actions or claims alleging any such Losses (each a "Claim"). The indemnifying Party will have the sole right to defend such Claims at its own expense. The indemnified Party will provide, at the indemnifying Party's expense, such assistance in investigating and defending such Claims as the indemnifying Party may reasonably request. This indemnity will survive the termination of this Agreement and is not limited by the limitations on liability set forth in Section 15.

15. Limitation of Liability.

Client agrees that DeepNet' total liability hereunder will not exceed the total aggregate amount paid by Client to DeepNet for Services rendered for the ninety (90) days immediately preceding the occurrence giving rise to any claim by Client. In no event will DeepNet be liable to Client for any lost revenues, lost profits, incidental, indirect, consequential, special or punitive damages, including but not limited to, loss of data, loss of use or liabilities to any third-parties. DEEPNET WILL NOT BE LIABLE FOR ANY DAMAGES CAUSED BY DELAY IN DELIVERY, INSTALLATION OR FUNCTIONALITY OF THE SERVICES UNDER THIS AGREEMENT. THE FOREGOING AS SET FORTH IN THIS SECTION 15 STATES DEEPNET' SOLE OBLIGATION, AND CLIENT'S SOLE AND EXCLUSIVE REMEDY, FOR ANY BREACH OF THE OBLIGATIONS, REPRESENTATIONS AND WARRANTIES IN THIS AGREEMENT. The limitations set forth in this Section 15 do not limit DeepNet obligations under Section 14.

16. Performance of Services.

The manner and means by which DeepNet chooses to complete the Services as described in the Service Order are in DeepNet' sole discretion and control, consistent with DeepNet' duties and obligations as set forth herein. DeepNet will abide by all applicable laws and regulations relating to the performance of Services as described herein. DeepNet will perform the Services in a reasonably timely manner consistent with the needs of the Client, at such locations and at such times as DeepNet deems appropriate in its reasonable discretion.

17. Force Majeure.

Neither Party will be deemed to be in default of any provision in this Agreement or be liable for any delay, failure in performance, or interruption of service resulting directly or indirectly from acts of God, nature, civil or military authority, civil disturbance, acts of war or terrorism, strikes, fires, earthquakes, denial of service attack, other catastrophe, or any other cause beyond its reasonable control.

18. Warranty.

Except as set forth herein, no representation or other affirmation of fact, including but not limited to statements regarding capacity, suitability for use, or performance of the hardware or software will be or deemed to be a warranty by DeepNet for any purpose, nor give rise to any liability or obligation of DeepNet whatsoever. EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

19. Copyright; Licenses.

DeepNet will provide operating system licenses and application licenses for the Virtual IT Infrastructure described in the Service Order. DeepNet hereby advises and strongly recommends that Client purchase all additional licenses applicable to the hardware and software used, assimilated or incorporated into Client's IT systems. Unless caused by DeepNet' negligence or willful misconduct, Client acknowledges and agrees to forever indemnify and hold DeepNet harmless from any and all suits, actions or claims brought by any licensors or owners of any copyright or patent as may be applicable to any hardware or software used, incorporated or assimilated into Client's IT systems.

20. Entire Agreement; Modification; Waiver.

This Agreement, all attached Exhibits, and Service Orders, constitute the complete and final Agreement between the Parties pertaining to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, representations and understandings of the Parties. No supplement, modification, or amendment to this Agreement will be binding unless executed in writing and signed by both Parties. No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision, and no waiver will constitute a continuing waiver. No waiver will be binding unless executed in writing by the Party making the waiver.

21. Counterparts.

This Agreement may be executed in one or more counterparts or facsimiles (e.g., PDF), each of which will be considered an original, and all of which together will constitute one and the same instrument.

22. Assignment.

This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective heirs, legal representatives, successors and assigns, provided however, that neither Party may, without the express written consent of the other Party, assign any of its rights or obligations under this Agreement to other persons or entities except to a wholly-owned subsidiary corporation of the Party attempting to assign such rights or obligations. In case of assignment to a wholly-owned subsidiary of a Party, both the Party and the subsidiary are jointly and severally liable for the original Party's agreed performances hereunder. No such assignment by a Party to its wholly-owned subsidiary will relieve the Party of any of its obligations or duties under this Agreement.

23. No Third-Party Beneficiaries.

Nothing in this Agreement is intended, nor will be deemed, to confer rights or remedies upon any person or legal entity not a Party to this Agreement.

24. Choice of Law; Venue; Dispute Resolution.

This Agreement will be construed in accordance with, and governed by, the laws of the State of California, without regard to its conflicts of law principles. Any claim, dispute, or controversy arising out of or relating to this Agreement or its breach will be brought exclusively in the state or federal courts located within the State of California, and the Parties irrevocably consent to the personal jurisdiction and venue of such courts. EACH PARTY HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY in any action or proceeding arising out of or relating to this Agreement.

Prior to commencing any litigation, the Parties agree to first attempt in good faith to resolve the dispute through non-binding mediation conducted in California before a mutually agreed mediator. If the dispute is not resolved through mediation within thirty (30) days after written notice of the dispute, either Party may pursue litigation as provided above.

Nothing in this Section prohibits either Party from seeking injunctive or equitable relief in a court of competent jurisdiction to prevent irreparable harm.

25. Recovery of Costs and Fees.

If any legal action, mediation, or other proceeding is brought to enforce or interpret any provision of this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees, expert fees, and other costs incurred in connection with such proceeding, in addition to any other relief to which it may be entitled.

26. Notices.

All notices, requests, demands and other communications given under this Agreement must be in writing and will be considered to have been duly given on the date of service if served personally on the Party to whom notice is given, or on the third day after mailing if mailed from within California to the Party to whom notice is to be given, by first class mail, registered or certified with proof of delivery returned, postage pre-paid, and properly addressed as follows:

(a) To Client: at the billing address listed on the Service Order.

(b) To DeepNet: 548 Market St PMB 31588, San Francisco, CA, 94104-5401

27. Default; Cure.

Notwithstanding Section 1(d) and except as set forth above, this Agreement may be terminated by either Party at any time upon material default by the other Party if the default is not corrected within ten (10) days after receipt of written notice. If DeepNet, in its sole discretion, decides to continue performance under this Agreement after any payment default, DeepNet will have the right to require advance payments by Client or any other adequate assurances of performance reasonably required by DeepNet.

28. Severability.

If any provision of this Agreement is held invalid or unenforceable under the laws governing this Agreement, all other provisions of this Agreement will remain fully valid, enforceable and binding on the Parties. The Parties further agree that if any provision contained in this Agreement is, to any extent, held invalid or unenforceable in any respect under the laws governing this Agreement, they will amend or otherwise modify this Agreement to replace any provision contained in this Agreement that is held invalid or unenforceable with a valid and enforceable provision giving effect to the intent of the Parties.

29. Security of "Client-Managed" IT Systems.

If provided for in a Service Order, DeepNet may provide IT Infrastructure to the Client that is not managed directly by DeepNet. In such cases, Client acknowledges and agrees that the security of any virtual server or physical server, supplied or managed by Client and all Services utilized by Client is the sole responsibility of Client. Client further agrees that if the security of a server managed by Client has been compromised in any way, Client will notify DeepNet immediately via the Tier 1 Support process listed in the Service Order. Client acknowledges and agrees that if any security violations are believed to have occurred in association with any server utilized by Client, DeepNet has the right to suspend access to the server pending an investigation and resolution. Client acknowledges and agrees that it is Client's sole responsibility for files and data transferred and to maintain all appropriate backups of files and data stored on any server managed by Client, unless a data backup solution and related services is purchased and specifically set forth on Service Order. Client acknowledges and agrees that it is Client's sole responsibility to maintain anti-virus and anti-malware protection for Client-managed systems. DeepNet is not responsible for any loss of data or Services due to a virus or malware on Client-managed systems.

30. Payment.

DeepNet uses an electronic invoicing and payment system. By signing this Agreement, Client authorizes DeepNet to automatically deduct the monthly payment from Client's designated account accordingly. DeepNet will provide to Client monthly an electronic receipt showing the most recent monthly payment amount deducted from Client's designated account. Client may be required to provide certain banking details or credit card information to DeepNet to facilitate payment. Additional invoices for overages or other services not included in the Service Order may be issued according to the schedule in the Service Order.

(a) Client agrees to make full and prompt payment when due for the Services as set forth in the Service Order including, advance or prepayment for Services. Client agrees that, in addition to any other obligation under this Agreement, Client will be responsible for and will pay any and all reasonable collections, attorneys', professionals', and court fees, expenses and costs incurred by DeepNet if it prevails in enforcing this Agreement or any provision hereof. Client agrees that all billings by DeepNet will be final if not disputed in writing by Client within thirty (30) days of invoice date.

(b) Payment for Hardware. Hardware purchases are to be paid in the same method as services.

(c) Late Payments; Interest. Any payments not received by DeepNet when due will bear interest at the maximum rate allowable by law until paid.

31. Rate Increase Notification.

If DeepNet fails to notify Client, rates will be subject to a maximum increase of 5% plus the rate of inflation as measured by the United States Bureau of Labor Statistics Consumer Price Index ("CPI") for the prior calendar year. Should the CPI be negative or represent deflation, DeepNet agrees to a maximum price increase of 5% plus the rate of deflation as measured by the CPI for the prior calendar year.

32. Confidentiality.

The Parties each acknowledge that they may receive confidential information and trade secrets ("Confidential Information") from the other Party in the course of performing under this Agreement. The Confidential Information will be deemed to include all the information receiving Party receives from the disclosing Party, except anything designated as not confidential. The receiving Party agrees to maintain the secrecy of the disclosing Party's Confidential Information and agrees not to use it except in performing its obligations under this Agreement and not to disclose it to anyone outside receiving Party to whom disclosure is not necessary to perform under this Agreement. Confidential Information will not include any information (i) already in the possession of receiving

Party without an obligation of confidentiality; (ii) that is publicly available at the time of disclosure; (iii) that subsequently becomes publicly available through no fault of receiving Party; (iv) is rightfully acquired by receiving Party from a third-party who is not in breach of an agreement to keep such information confidential; (v) released for disclosure by receiving Party with the written consent of disclosing Party; (vi) furnished by disclosing Party to a third-party without restriction on subsequent disclosure; or (vii) independently developed by receiving Party without reliance on the Confidential Information.

33. Non-Solicitation.

The Parties agree that an integral part of their businesses are their employees, independent contractors, consultants, and clients, and that therefore, the loss of an employee or contractor or client would be detrimental to their businesses. Therefore, both Parties agree that they will not solicit any client, or solicit any independent contractor or consultant that may be representing either Party, or employ any employee of the other Party in any capacity, including without limitation, as an employee, consultant, contractor or client of DeepNet outside of Client, or as an employee, consultant, contractor or client of Client outside of DeepNet, during the Term of this Agreement and for one calendar year thereafter, without the prior written consent of the other Party.

34. No Rules of Construction; Headings.

The Parties intend that no rules of construction be used or employed in the interpretation of this Agreement and intend that, for all purposes, both Parties hereto be treated as the joint authors hereof. The headings used in this Agreement are for convenience only and are not intended to define or limit the contents or substance of any provision of this Agreement.

35. Survival.

Notwithstanding anything to the contrary contained in this Agreement, the provisions of Sections 5, 6, 7, 14, 15, 18, 19, 23, 24, 25, 26, 28, 30, 32, 34 and 35 will survive the termination of this Agreement.

* * * * *



DeepNet

Data Processing Addendum

This Data Processing Addendum ("DPA") is made as of the date signed by both Parties and forms part of, and is incorporated by reference into, the IT Master Services Agreement (the "Agreement") between DeepNet LLC, a California limited liability company with its principal place of business at 548 Market St PMB 31588, San Francisco, CA 94104-5401 ("DeepNet"), and the company referenced in the signed Service Order ("Client") (each a "Party"). Capitalized terms not defined in this DPA have the meanings given in the Agreement. If this DPA conflicts with the Agreement, the Agreement governs.

1. Definitions.

Applicable Data Protection Laws means the privacy and data security laws of any U.S. jurisdiction applicable to DeepNet's Processing of Personal Data under the Agreement, including the CCPA and other State Privacy Laws, and, where applicable, the GDPR.

CCPA means the California Consumer Privacy Act (Cal. Civ. Code §§ 1798.100-1798.199), as amended by the California Privacy Rights Act, and its implementing regulations.

Client Data / Personal Data means information Client or its users provide to DeepNet for Processing under the Agreement that constitutes "personal data" or "personal information" under Applicable Data Protection Laws, excluding information about Client's own business-contact personnel and information DeepNet generates independently of the Services.

Information Security Incident means a breach of DeepNet's security leading to accidental or unlawful destruction, loss, alteration, or unauthorized disclosure of or access to Personal Data, excluding unsuccessful attempts (e.g., failed logins, pings, port scans) that do not compromise security.

Processing has the meaning given under Applicable Data Protection Laws and includes any operation performed on Personal Data in connection with the Services.

Subprocessor means an Affiliate or third party DeepNet engages to Process Personal Data in connection with the Services.

2. Processing of Personal Data.

Roles. Client is the Business/Controller and DeepNet is the Service Provider/Processor with respect to Personal Data Processed under the Agreement.

Scope. DeepNet Processes Personal Data solely to provide the Services, for the duration of the Agreement, as further described in Annex 1.

Client will: (a) use the Services, and cause its users to use the Services, in compliance with Applicable Data Protection Laws; (b) ensure that all instructions it gives to DeepNet regarding the Processing of Personal Data are lawful and consistent with Applicable Data Protection Laws; (c) ensure it has collected all Personal Data provided to DeepNet in compliance with Applicable Data Protection Laws and holds all rights, consents, and authorizations necessary to provide such Personal Data to DeepNet; (d) provide only the minimum Personal Data reasonably necessary for DeepNet to perform the Services; and (e) not submit any Restricted Data (as defined in Annex 1) absent the Parties' prior written agreement.

DeepNet will: (a) Process Personal Data only in accordance with Applicable Data Protection Laws, this DPA, and Client's documented instructions, and promptly notify Client if DeepNet reasonably believes an instruction is unlawful; (b) ensure personnel authorized to Process Personal Data are bound by written confidentiality obligations or an equivalent statutory duty; (c) not sell, share, lease, or otherwise disclose Personal Data outside the scope of the Services, and not combine Personal Data received from Client with data from other sources except as the Services require or as Applicable Data Protection Laws permit; (d) maintain records of its Processing of Personal Data under the Agreement; (e) if compelled by law, court order, or similar legal process to Process Personal Data other than as instructed, notify Client before doing so unless legally prohibited from doing so; and (f) provide reasonable assistance to Client, taking into account the nature of the Processing and information available to DeepNet, with Client's security obligations, data protection impact assessments, regulator consultations, and responses to data subject requests or Information Security Incidents.

3. Subprocessors.

Client authorizes DeepNet's Affiliates as of the Effective Date. DeepNet will flow down data-protection terms at least as protective as this DPA to any Subprocessor and remains liable for their acts and omissions. DeepNet will give Client at least 15 days' notice before engaging a new Subprocessor; if Client objects on reasonable data-protection grounds and the Parties cannot resolve the objection within 30 days, Client's sole remedy is to terminate the affected Services on written notice.

4. Security and Incident Notification.

DeepNet will implement and maintain the technical and organizational measures summarized in Annex 1 ("Security Measures"), and will notify Client within 48 hours of confirming an Information Security Incident, with available details, mitigation steps taken, and recommended next steps. DeepNet will reasonably cooperate with Client's investigation and regulatory notification obligations, and will not identify Client in any public disclosure of an Incident without Client's prior written consent, except as required by law.

5. Data Subject Rights.

DeepNet will promptly notify Client of, and redirect to Client, any data subject request it receives, and will provide reasonably necessary assistance for Client to respond. Client is solely responsible for responding to such requests. Assistance requiring work beyond the Services will be billed at DeepNet's then-current professional services rates.

6. Compliance Reviews and Audits.

DeepNet takes a tiered approach to demonstrating compliance, reserving formal audits for cases where documentation review does not satisfy Client's regulatory obligations.

Documentation first. On written request, and subject to the confidentiality obligations in the Agreement, DeepNet will make available reasonably necessary information to demonstrate its compliance with this DPA and Applicable Data Protection Laws, including copies of relevant third-party audit reports or certifications it maintains in the ordinary course of business (such as SOC 2, ISO 27001, or equivalents) applicable to the Services. This documentation will satisfy the diligence and compliance needs of most Clients.

Formal audit trigger. Where Client is legally required by a specific regulatory or supervisory authority with jurisdiction over Client to conduct an audit beyond what the documentation above can satisfy, Client may request a formal audit, solely to the extent of that legal requirement, no more than once per year. Client must submit a written request identifying the specific legal requirement, together with a proposed scope, duration, and start date, at least two weeks in advance.

Conduct of formal audits. DeepNet will review the proposed audit plan and may raise reasonable concerns, including any request that could compromise DeepNet's security or other clients' data. If a third-party auditor is engaged, DeepNet may object if the auditor is, in DeepNet's reasonable opinion, not independent, a competitor of DeepNet, or otherwise unsuitable, and any such auditor must sign a mutually acceptable non-disclosure agreement. The audit will occur during business hours, will not unreasonably interfere with DeepNet's operations, and is subject to DeepNet's safety and security policies. If the controls to be assessed are addressed in a SOC 2, ISO, NIST, or similar

report from a qualified auditor within the prior 12 months, and DeepNet confirms no material changes since that report, Client agrees to accept that report in lieu of a further audit of those controls.

Costs. Formal audits are at Client's expense, and Client will reimburse DeepNet's reasonable, documented costs, including internal time at DeepNet's then-current professional services rates. Documentation requests above are provided at no additional charge.

7. Return and Deletion.

On termination of the DPA, DeepNet will cease Processing Personal Data. Upon termination of the Agreement, Personal Data will be furnished to Client within five (5) business days of Agreement termination date at Client's expense. DeepNet will destroy all Personal Data residing on DeepNet's infrastructure thirty (30) days after Agreement termination.

8. Artificial Intelligence.

DeepNet will not use Personal Data to train, fine-tune, or improve any AI, large language model (LLM), or machine learning model, and will prohibit its Subprocessors from doing so, unless Client expressly authorizes such use in writing or it is reasonably necessary to provide the Services per Client's instructions. If any Service involves automated decision-making with legal or similarly significant effects on a data subject, DeepNet will disclose this to Client and reasonably cooperate to support applicable data subject rights.

9. Liability.

DeepNet's total liability under this DPA (including for any Information Security Incident) will not exceed the total aggregate amount paid by Client to DeepNet for Services rendered for the ninety (90) days immediately preceding the occurrence giving rise to any claim by Client, as set forth in Section 15 of the Agreement.

10. Miscellaneous.

This DPA is subject to the Agreement; if this DPA conflicts with the Agreement, the Agreement governs. No supplement, modification, or amendment to this DPA will be binding unless executed in writing and signed by both Parties. Notices under this DPA follow the Agreement's notice provisions or the contacts in Annex 1.

Annex 1: Processing Details and Security Measures

Processing Details

DeepNet: DeepNet LLC, 548 Market St PMB 31588, San Francisco, CA 94104-5401.

Client: The entity identified in the Service Order.

Data Subjects: Any data DeepNet Processes on behalf of Client's end users, personnel, contractors, and business contacts.

Categories of Personal Data: Personal details (name, contact information); authentication details (usernames, passwords, security questions); technical details (IP addresses, device identifiers, location and activity data).

Restricted Data: Government ID numbers, protected health or health insurance information, biometric data, financial or third-party account credentials, payment card data subject to PCI-DSS, and personal data of children under 16 may not be submitted to the Services absent the Parties' prior written agreement. With respect to protected health information specifically, this restriction is satisfied where the Parties have executed a Business Associate Agreement governing such information, in which case the Business Associate Agreement governs DeepNet's handling of that data and controls over any conflicting term in this DPA.

Nature/Purpose: Processing necessary to provide the Services and perform DeepNet's obligations under the Agreement. **Duration:** for the term of the Agreement and as described in Section 7 of this DPA.

Security Measures (Summary)

DeepNet maintains a written information security program including: role-based access controls and least-privilege provisioning; encryption of Personal Data in transit and, where explicitly listed on the Service Order, at rest; multi-factor authentication and industry-standard password controls; system activity logging and monitoring; documented incident response procedures; regular vulnerability and patch management; network security controls (firewalls, segmentation, intrusion detection); and business continuity and disaster recovery procedures. Further detail is available on request.