

PHISHING AND INTERNET FRAUD DETECTION SERVICES MASTER AGREEMENT

This Phishing and Internet Fraud Detection Services Master Agreement (“Agreement”) dated today (“Effective Date”), covers all services acquired by the client identified below (“Client”) from Help/Systems, LLC, a Delaware limited liability company (“Provider”), collectively “Parties”, through its subcontractor Corporation Service Company, Inc. (“CSC”).

(1) **Structure of Agreement.** This Agreement, the executed Order Form(s) attached hereto as Exhibit(s) B, and other exhibits attached hereto as noted herein (collectively the “Agreement”) constitute the complete agreement regarding those services and replace any prior oral or written communications between the Parties. Additional terms are contained in the applicable Order Form(s). If there is a conflict between the terms of this Agreement and the terms of the attached exhibits, the terms of this Agreement prevail.

(2) **Phishing and Internet Fraud Detection Services.** Provider and CSC will perform the services noted in the Order Form(s) and described in detail in Exhibit A hereof (“Services”) during the period and upon the terms and conditions specified in the Order Form. Either Party may request changes or additions to the Services. Any mutually agreed changes must be described in detail in writing and signed by both Parties.

(3) **Billing and Payment Terms.** Client agrees to pay the price specified in the Order Form(s) for the corresponding Services, plus any pre-approved travel or other expenses noted in the Order Form(s). Client will pay any and all sales or use taxes applicable to the Services provided under this Agreement. Any undisputed amount not paid fifteen (15) days after the date due will bear interest at the lower of 18% per annum or the maximum legal rate. Provider may suspend Services if non-payment continues beyond thirty (30) days.

Unless otherwise specified in the Order Form(s), Client will make the initial payment for Services upon execution of this Agreement. Subsequent payments will be dated and due on the first day of the month at the anniversary of the initial term for the balance of the term of this Agreement, including any extensions hereof. In those rare cases that the customer pays monthly, or quarterly, subsequent payments will be due on the first day of each calendar month or quarter.

(4) **Term and Termination.** This Agreement will become effective on the Effective Date and continue in effect until terminated as specified in the Order Form or this Section 4 (the “Term”).

Either Party may terminate this Agreement without cause at any time on or after the first anniversary of the Effective Date, by providing to the other Party at least sixty (60) days prior written notice. This Agreement will automatically renew on an “evergreen” basis at the end of the initial term stated in the Order Form unless previously terminated or renewed by the Parties, and may thereafter be terminated by either Party on sixty (60) days advance written notice. Client will remain obligated to pay Provider in full for any Services completed by Provider prior to termination.

Either Party will have the right to terminate this Agreement by written notice to the other Party under any of the following circumstances: (a) a material breach by the other Party, unless such breach is cured within thirty (30) days of receipt of written notice regarding such breach; or (b) the other Party voluntarily or involuntarily becomes or threatens to become insolvent, the subject of a petition in bankruptcy, the appointment of a receiver, rehabilitator, conservator in bankruptcy, or other agent known by whatever name, to take possession of its assets or control of its operations or any proceeding relating to insolvency, receivership, liquidation or composition for the benefit of creditors or similar matters, or admits in writing its inability to pay its debts as they become due. The obligations of the Parties under this Agreement that continue beyond expiration, termination or cancellation of this Agreement including, without limitation, Sections

5 through 8, will survive any such expiration, termination or cancellation. If at any point during the Term, any Party’s performance under this Agreement conflicts or threatens to conflict with any material legal requirement, any Party may suspend performance under this Agreement and negotiate in good faith to amend this Agreement so that each Party’s performance hereunder complies with the legal requirement. If after thirty (30) days, the Parties are unable to agree on a mutually acceptable amendment, any Party may immediately terminate this Agreement upon written notice to the other Parties.

(5) **Intellectual Property Rights.** Each Party agrees that it will acquire no right, title or interest in or to the other Party’s or CSC’s information, data, tools, processes or methods, or any copyrights, trademarks, service marks, trade secrets, patents or any other intellectual or intangible property or property rights of the other by virtue of the Services provided or materials delivered pursuant to this Agreement. Neither Party will use the other Party’s or CSC’s trademarks, service marks, trade names nor product names other than as explicitly set forth in this Agreement. During the Term of this Agreement, Provider may include Client’s name in a list of Clients on its website or in promotional materials or as a reference in sales presentations. If Client is granted the right to use any Provider certification, seal or logo under the terms of the Order Form, it may do so only during the period specified in the Order Form and subject to the then-current guidelines for use of such certification, seal or logo.

(6) **Representations and Warranties.**

a. **Mutual.** Each Party represents and warrants to the other that it has the right to enter into this Agreement, and that the consent of no other person or entity is necessary for it to enter into and fully perform this Agreement.

b. **Limited Warranties of Provider.** Provider represents and warrants to Client that:

i. All the Services will be in accord with Exhibit A, and will be based upon information provided by Client in the Pre-Service Questionnaire (Exhibit D).

ii. The Services will be performed in a workmanlike manner using reasonable care and skill by qualified personnel who are experienced in Provider’s and CSC’s methodology.

iii. The Services will not cause to have introduced into Client’s information systems and networks any self-replicating or non-self-replicating computer codes, commands, routines or like data or entries that perform an undesired activity (“Virus”).

c. **No Other Warranties.** EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, ALL SERVICES AND DELIVERABLES PROVIDED BY PROVIDER ARE PROVIDED “AS IS” AND PROVIDER (1) DISCLAIMS ALL OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, AND (2) DOES NOT GUARANTEE THAT CLIENT’S NETWORK, COMPUTER SYSTEMS, OR ANY PORTIONS THEREOF ARE SECURE. CLIENT ACKNOWLEDGES THAT IMPENETRABLE SECURITY CANNOT BE ATTAINED IN REAL-WORLD ENVIRONMENTS AND THAT PROVIDER DOES NOT GUARANTEE PROTECTION AGAINST BREACHES OF SECURITY.

d. No Guarantee of Meeting Client's Needs. Provider has no way of determining Client's perceived needs, and therefore does not warrant that the Services will meet Client's needs.

e. No Warranties to Third Parties. Neither Provider nor Client will make any warranties on behalf of the other to any third party, without the prior written consent of the other Party.

(7) Confidential Information. Each Party acknowledges that it and its employees or agents may, in the course of the Agreement, be exposed to or acquire information that is proprietary or confidential to the other Party or CSC.

"Confidential Information" includes: (a) any information relating to a Party's research, development, trade secrets, processes, procedures, formulas, business practices, business plans, strategies, budgets, client and vendor relationships, personnel data, financial information and other similar business information of a confidential nature; (b) other proprietary information, results of remote assessments, technical guides, technical data or know-how, including, but not limited to, that which relates to Client's hardware, software, screens, specifications, designs, plans, drawings, data, prototypes, discoveries, security policies, passwords, access codes and the like, router, firewall and other such equipment's configuration information, filtering configurations, or any other information directly relating to the integrity or security of the Client network or computer systems; and (c) the methods, systems, data and materials used or provided by Provider in the performance of Services pursuant to this Agreement. Provider acknowledges and agrees that the presence, nature and extent of any security vulnerabilities and other information that Provider discovers regarding Client's information systems and networks during the course of this engagement is Confidential Information of Client.

The term "Confidential Information" does not include information that is: (a) known to the receiving Party prior to disclosure by the disclosing Party or its personnel; (b) publicly available through no act or omission of the receiving Party; (c) lawfully received by the receiving Party from a third party (other than the disclosing Party's former or current personnel) that is not under any confidentiality obligation to the disclosing Party; or (d) comprised of statistical information, or other aggregated information regarding security vulnerabilities, security configurations and the like insofar as such information does not identify Client or Client's computer network or computer systems.

Except as otherwise expressly set forth herein, each Party will use Confidential Information of the other Party or CSC which is disclosed to it only for the purposes of this Agreement and will not disclose such Confidential Information to any third party without the disclosing Party's prior written consent. Each Party may disclose to its employees the other Party's Confidential Information on a need-to-know basis in connection with this engagement. Each Party agrees to take measures to protect the confidentiality of the other Party's Confidential Information that, in the aggregate, are no less protective than those measures it uses to protect the confidentiality of its own Confidential Information.

Upon the request of the disclosing Party, the recipient will return to the disclosing Party all written Confidential Information, and will promptly destroy all copies of any analyses, summaries or extracts prepared by the recipient or for its use containing or reflecting any Confidential Information.

Each Party further agrees to promptly advise the other Party in writing of any unauthorized misappropriation, disclosure or use by any person of the Confidential Information of the other Party that may come to its attention and to take all steps reasonably requested by the disclosing Party to limit, restrict or otherwise remedy such misappropriation, disclosure or use.

Nothing in this Agreement will be construed as granting any rights to the receiving Party, by license or otherwise, to any of the disclosing

Party's Confidential Information, except as expressly stated in this Agreement. In the event that a Party is required to disclose Confidential Information to a court or governmental agency or pursuant to any other applicable Legal Requirement, such Party will, to the extent practicable prior to such disclosure, and as soon as practicable and by the best available means, notify the other Party to allow it an adequate opportunity to object to the disclosure order or to take other actions to preserve the confidentiality of the information. Prior to any disclosure pursuant to this Section 7, a Party required to disclose Confidential Information will cooperate with the Party claiming confidentiality of the information in such Party's reasonable efforts to limit the disclosure by means of a protective order or a request for confidential treatment.

(8) General Provisions.

a. Severability. In the event that any provision of this Agreement is determined to be invalid, unenforceable or otherwise illegal, such provision will be deemed restated, in accordance with applicable law, to reflect as nearly as possible the original intentions of the Parties, and the remainder of the Agreement will remain in full force and effect.

b. No Waiver. No term or condition of this Agreement will be deemed waived, and no breach will be deemed excused, unless such waiver or excuse is in writing and is executed by the Party from whom such waiver or excuse is claimed.

c. Amendment. Any amendment of this Agreement will be in writing and signed by both Parties.

d. Interpretation. Section numbers and headings are used for convenience and are not to be construed as limitations of the substance of any provision.

e. Governing Law. This Agreement will be interpreted under the laws of the State in which Client is domiciled.

f. Force Majeure. With the exception of a Party's obligation to make payments properly due to the other Party, neither Party will be deemed in default or otherwise liable under this Agreement due to its inability to perform its obligations by reason of fire, earthquake, flood, substantial snowstorm, epidemic, accident, explosion, casualty, strike, lockout, labor controversy, riot, civil disturbance, act of public enemy, embargo, war, act of God, or any failure or delay of any transportation, power, computer or communications system or any other or similar cause beyond that Party's control.

g. Assignment. Neither this Agreement nor any right or obligation arising hereunder may be assigned (voluntarily, by operation of law, or otherwise), in whole or in part, by either Party without the consent of the other Party, such consent not to be unreasonably withheld; provided, however, that either Party will have the right, upon written notice to the other Party, to assign this Agreement to any person or entity that acquires all or substantially all of such Party's business or assets. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

h. Injunctive Relief. The Parties acknowledge that it will be impossible to measure in money the damage to them caused by any failure to comply with the covenants set forth in Section 7 (Confidential Information), that each such covenant is material, and that in the event of any breach of such provision, the injured Party will not have an adequate remedy at law or in damages. Therefore, in addition to any other remedies to which a Party may be legally entitled, the Parties consent to the issuance of an injunction or the enforcement of other equitable remedies against them at the suit of the other, without bond or other security, to compel performance of all of the terms of Section 7 (Confidential Information), and waive the defense of the availability of relief in damages.

