

END-USER LICENSE AND SUBSCRIBER AGREEMENT TOTAL NOC SUPPORT

THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION THAT REQUIRES THE RESOLUTION OF DISPUTES ON AN INDIVIDUAL BASIS, LIMITS YOUR ABILITY TO SEEK RELIEF IN A COURT OF LAW, AND WAIVES YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS, CLASS ARBITRATIONS, OR A JURY TRIAL FOR CERTAIN DISPUTES.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE SUBSCRIBING TO OR USING NOC SERVICES ("SERVICES"). BY SUBSCRIBING TO OR USING THE SERVICES OR BY CLICKING ON "I ACCEPT" BELOW, YOU ACKNOWLEDGE THAT 1) YOU HAVE READ THIS AGREEMENT, 2) YOU UNDERSTAND IT, AND 3) YOU AGREE TO THE TERMS HEREIN. IF YOU DO NOT AGREE TO THE TERMS HEREIN, DO NOT SUBSCRIBE TO OR USE THE SERVICES AND CLICK "DECLINE" BELOW. THE SERVICES ARE FOR A LIMITED TIME ONLY AND EXPIRE WITHOUT NOTICE.

This End-User License and Subscriber Agreement (this "Agreement") is a legal contract between you, as either an individual or as a business entity, and Total Noc Services, LLC, a Delaware limited liability company ("Company"). In exchange for use of the Services, you agree as follows:

1. License.

- 1.1. Grant of License. Subject to the limits herein, Company grants you a non-exclusive, non-transferable, and revocable license to access, and use the Services, including any Documentation files, included NOC software, platform or website information accompanying it on up to a total of three personal computers and/or devices. You shall not resell, lease, sell, modify, reverse engineer, decompile, or create derivative works of the Services. All rights not expressly granted herein are reserved to Company.
- 1.2. Restrictions. The licenses granted herein are only valid if:
 - a. any software is NOT modified in any manner;
 - b. any software is only installed and used in accordance with your network security policies, if applicable,
 - c. you possess the necessary authority and power to install the software or use the services,
 - d. you promptly pay all applicable subscription and license fees when due, and
 - e. this Agreement is mutually accepted between Company and Subscriber and has not been breached.
- 1.3. Updates. For the free evaluation period, Company is not obligated to provide updates to the software. If an update is provided and the update is not accompanied by an additional agreement, this Agreement applies to the use and installation of the update. Company may make updates to the software without notice, including automatically downloading and installing updates on your computer. Company may discontinue or modify the software without notice.
- 1.4. Trial, Evaluation, and Beta. If this Agreement pertains to a trial, beta, or evaluation version, the licenses granted herein terminate at the end of the trial or evaluation period or when Company disables access to the software. You shall not use the software after the end of the trial or evaluation period. Annual subscriptions after the trial period will be at the Subscriber's sole option and expire one year from the end of the trial period. Company may deny or revoke a free trial for any reason.

2. General

- 2.1. Scope. Company's NOC services are Company's paid-for chat-based support services as described on the Company website. The specific scope of the Services is in

Company's sole discretion and may change without notice.

- 2.2. Access. The Services are provided only via Internet chat and remote desktop sharing. Access to the Internet is required to receive the Services, and you are responsible for providing and maintaining your Internet connection. A high speed Internet connection is highly recommended in order to avoid delays or problems with the Services. Services are provided only after you contact Company's support personnel using the software distributed with the Services. You warrant that use of the Services complies with all applicable computer and network policies. Prior to receiving the Services, you must have administrator rights to the computer, have a back-up of all data on the computer, and provide Company with correct and accurate information.
- 2.3. Authorization. You authorize Company to access your computers and/or devices and delete the files that Company deems unnecessary to your computers' operation. You grant Company express permission to alter the registry of any computer receiving the Services and to install, configure, and use additional software on your computers as Company sees fit. You authorize Company to initiate internet chat and remote desktop sharing sessions.

You authorize Company to send notifications to your computer for initiating a new session, or continuing closed, disconnected or abandoned sessions to show you potential unresolved problems. You also authorize Company to provide a free diagnostic report with a follow up alert message to initiate a chat session to resolve the potential issues identified.

The Services obtain information regarding Windows Event Monitor Logs and registry, and you authorize Company to access this information from your computer at all times, even without connection to a Company support representative. This information is used for diagnostics of your computer and to generate the free diagnostic reports.

- 2.4. Assistance. You shall assist Company as reasonably requested by Company in diagnosing the computer and providing the Services. Your failure to cooperate with the Company representative constitutes a breach of this Agreement. The Company representative has sole discretion over any instructions and steps taken in providing the Services.
- 2.5. Additional Software. The Company support representative may need to download, run, or use software on your computer to assist in diagnosing and resolving computer problems. Such software may include toolbars, utilities, and other tools that allow Company to improve computer performance and solve technical problems (collectively, the "Diagnostic Software"). The use of all Diagnostic Software is subject to the license agreements associated with the Diagnostic Software. You shall accept and comply with all such license agreements.
- 2.6. Uninstall. To uninstall the Services and NOC software take the following steps:

Go to "Add or Remove" on your operating system. Select or highlight the NOC program, then click "Remove." Contact support@Company.com to terminate the agreement. (See Section 7.4, Voluntary Termination).

3. Limitations

- 3.1. Scope. The scope and extent of the Services are limited to the options selected by you when registering for the Services. Company performs the Services in any commercially reasonable manner it sees fit. Company may modify the scope, type, and access to the Services without notice. The Services do not cover restoration services, repair services,

lost or expected profits, lost or corrupted data, lost or deleted work, or lost or damaged personal files. Company does not guarantee against the loss of any file, information, or data. Unless your subscription to the services states otherwise, you are solely responsible for backing up and safely storing its data, information, and files. You shall (1) obtain and pay for all equipment and third-party services required to use and receive the Services and (2) be responsible for all content on both your computer and network.

- 3.2. On Site Services. Any services provided onsite are provided solely by a third party and not by Company itself. You waive all liability against Company for any on site Services and acknowledge that Company does not guarantee any on site services performed.
- 3.3. Quality of Services. Company provides all Services using commercially reasonable efforts. Company does not represent that that commercially reasonable efforts will optimally configure a network or provide you with any significant energy savings.
- 3.4. Compliance with Laws. You shall comply with all laws, regulations, and other restrictions when using the Services. You may not use the Services to 1) engage in conduct that is offensive, abusive, contrary to public morality, indecent, defamatory, obscene, or menacing, 2) cause Company or a third party distress, annoyance, denial of any service, disruption or inconvenience, or 3) send or receive unsolicited bulk correspondence.

4. Ownership.

- 4.1 Company retains ownership at all times over the Services, including all ownership in any software or intellectual property accompanying the Services. You shall not use Company's trademarks except with Company's prior written consent.

5. Promotions

- 5.1. Terms. Company occasionally offers promotions and special offers ("Promotion") such as free trials. Company may terminate a Promotion at any time. If you subscribe to the Services during a Promotion, you shall be bound by the terms of the Promotion as set forth on the advertisement or web page of the Promotion.
- 5.2. Credit Card / Account Required. When subscribing to Promotions, including free trials, Company may require you to enter payment information, such as a credit card number or account number. At the end of a trial period, Company may automatically charge the entered payment information for the Services unless Company is notified by email, through the email address provided during your registration for the Services, of your cancellation of the Services. Annual subscriptions expire one-year from the end of the trial period. Company is not obligated to provide notice to you of a trial period's expiration or before your credit card is billed for the Services. You are solely responsible for ensuring that you unsubscribe from any unwanted Services prior to the end of the Promotion. No refunds shall be given for a failure to cancel the Services. All Promotions are limited to one per customer. Company reserves the right to deny or revoke a subscription to a Promotion for any reason.

6. Payment.

- 6.1. Fees. You may use the Services only after paying Company any applicable fees for the Services. All fees are posted on the Company website and are subject to change without notice. Company may deactivate or disable the Services without notice if you fail to pay the applicable fees. All fees for products and services of less than a 30 day term, such as are non-refundable. Any set up fees are non-refundable. You may obtain a refund of the amount paid for the other services within 30 days of the purchase date by emailing refunds@Company.com. After 30 days, all fees are non-refundable.
- 6.2. Method of Payment. You shall pay all fees in advance using a credit card. Company may charge any fees incurred while using the Services (such as renewal fees) to the

provided credit card without further notice. If Company is unable to bill the credit card provided, Company may make the Services inaccessible to you until payment is received.

- 6.3. Billing Issues. You shall notify Company of any billing problems or disputes within 30 days after the charge first appears on a statement from the credit card provider. You waive your right to dispute any billing problem if you fail to notify Company within the 30 day period.

7. Term and Termination

- 7.1. Term. Unless terminated as allowed under this section, this Agreement continues for as long as you continue to pay the applicable fees for the Services. Company may terminate this Agreement without notice if you fail to pay any applicable fees.
- 7.2. Consumer Services. Subscription-based consumer-based services have a subscription period of one year from the date that you register for the Services. Single-use services expire after you or the Company representative terminates the support session.
- 7.3. Business Services. Services for business are billed monthly. You may cancel at any time by sending notice of the cancellation to Company.
- 7.4. Voluntary Termination. You may terminate this Agreement by uninstalling the software accompanying the Services and contacting support@Company.com. In this case, this Agreement terminates upon Company's receipt of the email.
- 7.5. Involuntary Termination. Company may terminate this Agreement without notice by disabling your account or access to the Services. Company may disable your account or deny access to the Services at any time.
- 7.6. Events Upon Termination. Upon termination, you shall cease using the Services and delete all copies of the related Software. Company shall not bill you any additional fees but is not obligated to provide refunds for any paid for but unused Services.

8. Warranty Disclaimers and Limitations on Liability

- 8.1. Internet. You acknowledge that the Services are subject to the operation and telecommunications infrastructures of the Internet and that the operation of your Internet connection services, all of which are beyond Company's control.
- 8.2. Warranty Disclaimer; Assumption of Risk. YOU ACKNOWLEDGE THAT COMPANY PROVIDES THE SERVICES "AS IS" AND "AS AVAILABLE". COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED AND EXPRESS WARRANTIES IN THE SERVICES AND RELATED SOFTWARE. THIS DISCLAIMER INCLUDES ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND IS EFFECTIVE TO THE MAXIMUM EXTENT ALLOWED BY LAW. COMPANY DOES NOT GUARANTEE THAT 1) THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR 2) THAT ACCESS TO THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. YOU BEAR THE ENTIRE RISK AS TO THE QUALITY OF THE SERVICES.
- 8.3. Damage Limitation. YOU WAIVE ALL LIABILITY OF COMPANY AND ITS AFFILIATES, AND EACH OF THEIR OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND CONTRACTORS, RESULTING FROM OR CONNECTED TO THIS AGREEMENT. YOU WAIVE ALL LIABILITY FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES. THIS WAIVER INCLUDES ALL DAMAGES FOR LOST PROFITS,

REVENUE, USE, OR DATA AND APPLIES EVEN IF COMPANY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. These limitations apply to the maximum extent permitted by law regardless of 1) the reason for or nature of the liability, including tort claims, 2) the number of claims, 3) the extent or nature of the damages, and 4) whether any other provisions of this Agreement have been breached or proven ineffective.

- 8.4. Exceptions. If any legal right disallows an exclusion of warranties or disallows limiting certain damages, then the disclaimers of warranty and limitations on liability herein apply only to the maximum extent allowed by law.

9. **Remedy**

- 9.1. Limitation on Actions. Except for actions and claims related to a party's indemnification and confidentiality obligations, all claims and actions arising from this Agreement must be brought within one (1) year from the date when the cause of action occurred.
- 9.2. Remedy. Your sole remedy for a defect in the Software is to have Company attempt to cure the defect. Company is not obligated to correct a defect if (i) the Software was misused, damaged, or modified, (ii) you did not promptly report the defect to Company, or (iii) you have breached any provision of this Agreement.

10. **Privacy**

- 10.1. Privacy Policy. Company shall follow the privacy policy posted at Company's website when using collected personal information. Company may revise its privacy policy without notice by posting the amended privacy policy on the Company website. You shall periodically review the website to be aware of changes.

By establishing an account, you are providing company name, e-mail, and phone number. Payment information, such as bank information or credit card information may be requested.

- 10.2. Communication. Company may send you communications regarding your account, the Services, or its other products and services. By accepting this Agreement, you consent to receiving marketing material from Company and its affiliates. You may withdraw this consent later and opt-out of receiving communication not directly related to the Services by emailing optout@Company.com.
- 10.3. Data Collection. Company may collect any information necessary to ensure your compliance with this Agreement. Company may also collect non-personally identifiable information about your use of the Services, which Company may use without restriction. Company may monitor and record the Services, including any online sessions. These recordings are primarily for improving customer service, internal training, and internal market research. Company may disclose these recordings and any other information to satisfy any law, regulation or other governmental request, to operate the Services properly, or to protect ourselves and/or Company's customers.

Particular information which is collected includes device ID, phone number or device number, call connection number. The service may also read phone status and identity.

11. **Arbitration.**

ARBITRATION MEANS THAT YOU WAIVE YOUR RIGHT TO A JUDGE OR JURY TRIAL IN A COURT PROCEEDING AND YOUR GROUNDS FOR APPEAL ARE LIMITED.

- 11.1 To the extent permitted by law, you shall notify Company of any dispute arising under this Agreement before seeking dispute resolution. If dispute is not resolved within sixty (60) days after initial notice, then a party may proceed as follows:

- 11.2. The parties shall resolve the dispute by arbitration conducted through the services of the American Arbitration Association (“AAA”). The party initiating the arbitration shall send notice to the other party. All arbitration hearings will be in New York, NY and conducted in English.
- 11.3. The parties shall appoint a panel of three possible arbitrators to hear the matter and then each party shall name one Arbitrator to be dropped from the panel, leaving one arbitrator. The party giving notice of the arbitration shall select the first dropped arbitrator.
- 11.4. The parties shall split the costs of the arbitrator equally regardless of the final decision. The party found in default of this Agreement by the arbitrator shall pay all costs of the other party that are incurred in enforcing its rights under this Agreement (including attorney’s fees).
- 11.5. You and Company agree that “dispute” as defined in this section shall not include any claim or cause of action by You or Company for trade secret misappropriation, patent infringement, copyright infringement or misuse, or trademark infringement or dilution. You agree that a Court, not an Arbitrator, may decide if a claim falls within one of these exceptions.

12. Class Action and Class Arbitration Waiver.

- 12.1 Any proceedings to resolve or litigate any dispute in any forum will be conducted solely on an individual basis. Neither you nor Company will seek to have any dispute heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity. No arbitration or proceeding will be combined with another without the prior written consent of all parties to all affected arbitration or proceedings.

13. Miscellaneous

- 13.1. Independent Contractors. The parties are acting as independent contractors and not as agents or employees of each other. Neither party has the power to bind or obligate the other, and each party is responsible for its own expenses and employees.
- 13.2. Notices. You shall send all notices to Company by first class mail, return receipt requested, in English writing to 1255 Broad Street, Clifton, NJ 07013, United States. Company shall send all notices to the email address listed in your account.
- 13.3. Entire Agreement. With respect to the Software, this Agreement is the entire understanding of the parties and supersedes all other agreements that may exist between the parties. The parties may execute one or more counterparts of this Agreement, each of which will be deemed an original copy of the Agreement. Section headings in this Agreement are for reference and convenience only and are not part of the interpretation of this Agreement.
- 13.4. Modifications. Company may modify this Agreement by posting an updated copy of the Agreement on its website. Company may also amend its website and pricing without notice. You may not modify this Agreement unless the modification is signed by Company. Company may modify, supplement, or discontinue the Software, in whole or in part, without notice.
- 13.5. Waiver. A party’s failure to enforce a provision of this Agreement will not waive the party’s right to enforce the same provision later or right to enforce any other provision of this Agreement. To be effective, all waivers must be both in writing and signed by the party benefiting from the waived provision.
- 13.6. Force Majeure and Internet Frailties. Other than for payment obligations by you, neither party will be liable for a delay or failure to perform an obligation to the extent that the

delay or failure is caused by an occurrence beyond the party's reasonable control. Each party acknowledges that the operation of the Internet is beyond the other party's reasonable control, and neither party will be liable for a delay or failure caused by an interruption or failure of telecommunication or digital transmission links, Internet slow-downs or failures, or other such transmission failure.

- 13.7. Governing Law and Venue. The laws of New Jersey govern the interpretation, construction, and enforcement of this Agreement and all proceedings arising out of it, including tort claims, without regard to any conflicts of law principles. All proceedings or legal action arising from this Agreement must be commenced in the state or federal courts of New Jersey. Both parties agree to the exclusive venue and jurisdiction of these courts.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transaction Act shall not apply to this agreement and are specifically excluded.

- 13.8. Assignment. You may not assign any of your rights or obligations under this Agreement. Any transfer without consent is void. Company may assign its rights and obligations without your consent.
- 13.9. Severability. Any provision determined invalid or unenforceable by rule of law will be reformed to the minimum extent necessary to make the provision valid and enforceable. If reformation is not possible, the provision is deemed omitted and the balance of this Agreement remains valid and enforceable.
- 13.10. Survival. All provisions of this Agreement relating to confidentiality, proprietary rights, indemnification, and limitations of liability survive the termination of this Agreement.
- 13.11. Rights of Third Parties. Company affiliates may bring action to enforce rights and performance under this Agreement.

14. Acceptance

BY CLICKING "I ACCEPT", YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT. DO NOT CLICK THE "I ACCEPT" BUTTON IF YOU DO NOT ACCEPT THIS AGREEMENT.

SCHEDULE A

Included Software and Licenses

The following third party or open source software may be included and is provided under other licenses and/or has source available from other locations.