HackNotice Terms And Conditions (Paid Services)

1. Definitions.

In addition to the terms defined elsewhere, the following terms shall have the meanings set forth below: (a) "Documentation" shall mean documents, agreements, marketing materials, and any other items or information in any medium provided by HackNotice or its designees, that describes HackNotice or its Services. (b) "End User" shall mean any Eligible Company or Person that timely enters into an End User Agreement or HackNotice Quote by providing accurate and complete information required by HackNotice in order for HackNotice to enroll the Eligible Company or Person and perform the Services. Only those Eligible Persons or the Eligible Company who have entered into an End User Agreement or HackNotice Quote prior to the Enrollment Deadline specified on the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout shall be deemed End Users pursuant to this Agreement and entitled to receive the Services hereunder. (c) "End User Agreement" shall mean the HackNotice Quote or agreement between HackNotice and each End User or Company, accepted by the End User or Company upon enrollment of Services at HackNotice or on the HackNotice Internet website for which HackNotice agrees to provide the Services. (d) "Services" shall have the meaning set forth in the first paragraph of the Agreement, as such Services may be modified and/or further described or limited on HackNotice's Internet website (as modified by HackNotice from time to time), as and to the extent permitted by applicable law.

2. Acceptance Of Terms.

This Agreement, in addition to the Terms of Use Policy which can be found at https://hacknotice.com/usepolicy, constitutes an offer by HackNotice to provide the Services under these exact terms only, and acceptance is limited to acceptance of these exact terms without modification. This agreement may be electronically accepted at HackNotice.com. Any additional or different terms in Company's acceptance (whether via delivery to HackNotice of a purchase order or otherwise) will be construed as proposals and will not become part of the agreement between the parties unless HackNotice agrees in writing to the additional terms. Company's rendering of the Services to Eligible Persons shall be deemed an acceptance of the terms of the Agreement, in the form provided by HackNotice, without modification (except as agreed in writing by HackNotice).

3. Payment.

Company's payment of the Final Purchase Price, as applicable, shall be made in accordance with the instructions and within the time periods set forth on the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout.

4. Duties Of The Company.

Company represents and warrants to HackNotice and agrees as follows: (a) Correspondence with HackNotice. Company shall use its best efforts to, on or before the date specified in the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout to this Agreement for the commencement of HackNotice's performance of the Services to End Users, deliver to

HackNotice all technical and other related information required or requested by HackNotice for HackNotice to perform the Service. Company shall bear the costs and expenses of delivery of such correspondence. Company may communicate the availability of the Services to the Eligible Persons at the Company using only the Documentation or other materials delivered to Company by HackNotice or approved by HackNotice in writing prior to such use. (b) Authorization. The person executing the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout to this Agreement is authorized and empowered to execute this Agreement on behalf of Company and, upon execution of this Agreement by Company, the Agreement will be binding on and enforceable against Company in accordance with its terms.

5. Duties Of HackNotice.

HackNotice shall provide the Services to Company and End Users who remain in compliance with the obligations set forth in their respective End User Agreement, and HackNotice's policies and procedures then in effect from time to time, for the period set forth under "Number of Years of Service" in the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout following the date of enrollment by each respective End User; provided, that only those End Users enrolled on or before the Enrollment Deadline specified on the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout will be eligible to receive the Services under and pursuant to this Agreement.

6. End User Relationship.

(a) Relationship of End User. Any End User enrolled for Services in connection with this Agreement shall be a sole and exclusive customer of HackNotice as to the Services. (b) Further Solicitation of End Users. Company acknowledges that HackNotice may, during the initial term of its relationship with End Users, or thereafter, solicit the End Users to continue HackNotice's services following termination of the initial period of HackNotice's provision of Services to such End Users. Company shall not, however, be obligated to pay for the Services following the initial period of HackNotice's provision of Services to such End Users provided pursuant to this Agreement, and the Eligible Persons shall be under no binding obligation to purchase HackNotice's services by virtue of Company's execution of this Agreement. Company shall not, during the term of HackNotice's relationship with the End Users pursuant to this Agreement or thereafter, take any actions with the intent to, or a result of which would, discourage End Users and Eligible Persons from enrolling for and/or receiving the Services. (c) Renewal Notice. Not less than thirty (30) days prior to the stated termination date of Services to the Company or first Eligible Person enrolled for Services pursuant to this Agreement, HackNotice may deliver to Company a form of correspondence to be delivered to the Company or by Company to the Eligible Persons, which correspondence shall notify the Eligible Persons of the pending renewal of Services and containing information relating to the method for opting out of the automatic re-enrollment for Services. Company shall promptly deliver such correspondence to the Company or to Eligible Persons designated by HackNotice in such format as shall have been primarily used by Company to originally communicate the availability of the Services pursuant to this Agreement, and with such content as HackNotice shall provide in its reasonable discretion. Company shall bear the expense of such communications (other than the cost of producing copies of printed materials, which cost shall be borne by HackNotice) until the date of

termination of Services rendered to the End User most recently enrolled for Services pursuant to this Agreement, and following such period Company shall have no obligation, except as required by law, to deliver additional correspondence to Eligible Persons pursuant to this Agreement.

7. Disclaimers.

(a) End User Agreement. The terms and conditions set forth in the End User Agreement are solely between the End User or Company and HackNotice. In no event shall Company, or any third party, be a party to such End User Agreement, and in no event shall Company or any third party be deemed a third party beneficiary thereof. (b) Warranty Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, HACKNOTICE MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING THE SERVICES, THEIR MERCHANTABILITY, OR THEIR FITNESS FOR ANY PARTICULAR PURPOSE. Company shall have no right or authority, express or implied, directly or indirectly, to alter, enlarge, or limit the representations and warranties or scope of services contained in the Documentation. HackNotice may, in its sole discretion, revise such representations, warranties, and scopes of service from time to time.

8. Confidential Information.

(a) Generally. Company acknowledges that it may obtain information relating to HackNotice and to the Services which Company knows or has reason to know, or reasonably believes, is of a confidential and/or proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, price guidelines, future service releases, trade secrets, know-how, inventions, processes, programs, schematics, data, pricing and discount schedules, customer lists, financial information and sales and marketing plans. Confidential Information shall not include information which is: (a) previously known to Company without obligation of confidence or without Monitored of this Agreement; (b) which is publicly disclosed (other than by the recipient) either prior or subsequent to Company's receipt of such information; (c) is rightfully received by Company from a third party without obligation of confidence; (d) is developed independently of the Confidential Information or (e) that is required to be disclosed by Company by law or by the order of a court or similar judicial or administrative body. Company shall at all times keep and hold such Confidential Information in the strictest confidence, and shall not use such Confidential Information for any purpose other than as may be reasonably necessary for the performance of its duties pursuant to this Agreement, without HackNotice's prior written consent. (b) Protection of Confidential Information. Company shall not disclose any Confidential Information to any person or entity, other than to Company's employees or consultants as may be reasonably necessary for purposes of performing its duties hereunder and who have agreed to treat such Confidential Information as confidential consistent with the terms of this Agreement, without HackNotice's prior written consent. Company shall not disclose any of the terms and conditions of this Agreement to any person or entity whatsoever other than to its legal counsel, except as such disclosure may be required for accounting or tax reporting purposes or as otherwise may be required by law. (c) Return of Confidential Information. Upon termination of this Agreement, other than as required by law, Company shall return, destroy, or erase the Confidential Information available in tangible or intangible form upon the earlier of: (i) written

request by HackNotice; or (ii) 30 days following termination of this Agreement. In both cases, upon request Company shall certify promptly in writing that it has done the same.

9. Limitation Of Liability/Consequential Damages Waiver.

HACKNOTICE'S ENTIRE LIABILITY SHALL NOT EXCEED THE TOTAL AMOUNT PAID BY COMPANY TO HACKNOTICE IN THE 12 MONTH PERIOD PRIOR TO THE DATE ON WHICH THE CLAIM AROSE. EXCEPT IN THE CASE OF HACKNOTICE'S OBLIGATION OF NON-DISCLOSURE HACKNOTICE SHALL NOT BE LIABLE TO COMPANY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE TYPE OF CLAIM OR IF HACKNOTICE WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, LOSS OF REVENUE OR ANTICIPATED PROFITS, OR LOST BUSINESS.

10. Arbitration Agreement.

Except for claims for injunctive or equitable relief or claims regarding intellectual property rights (which may be brought in any competent court without the posting of a bond), any dispute arising under this Agreement shall be finally settled in accordance with the Comprehensive Arbitration Rules of the Judicial Arbitration and Mediation Service, Inc. ("JAMS") by three arbitrators appointed in accordance with such Rules. The arbitration shall take place in Austin, Texas, in the English language and the arbitral decision may be enforced in any court. The prevailing party in any action or proceeding to enforce this Agreement shall be entitled to costs and attorneys' fees.

11. Dispute Resolution.

For all matters not covered by Section 10 (Arbitration Agreement). The parties will act in good faith and use commercially reasonable efforts to promptly resolve any disputes between them relating to this Agreement. If the parties cannot resolve a dispute within a thirty (30) day period, Company consents and agrees that all disputes arising under this Agreement shall be brought in District Court of the State of Texas in Travis County or the Federal District Court in Austin, Texas, and each party irrevocably waives any objection such party may now or hereafter have as to the venue of any such suit, action, or proceeding brought in such court is an inconvenient forum.

12. Term And Termination.

(a) Term. This Agreement is effective as of the date HackNotice shall notify Company of its acceptance of the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout executed by Company, and shall continue until terminated in accordance with Section 12(b)(Termination) below. (b) Termination. Either party may terminate this Agreement at any time and for any reason, with or without cause and without penalty, effective thirty (30) days after giving written notice of termination to the other party. Promptly upon the termination of this Agreement, Company shall turn over to HackNotice all Documentation, and all copies thereof, in the possession, custody, or control of Company. The provisions of the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout and Section 3(Payment), Section 4(b)

(Taxes), and Sections 5 (Duties of HackNotice) through Section 13 (General) shall survive the termination or expiration of this Agreement.

13. General.

(a) Governing Law. This Agreement shall be governed by the laws of the State of Delaware, without regard to conflicts of law principles. (b) Notices. All notices or reports delivered pursuant to this Agreement shall be in writing and delivered by a nationally recognized overnight courier or by certified or registered mail, return receipt requested, and shall be deemed given upon actual receipt or five days after deposit in the mail, addressed to the party at the address (a) as to HackNotice, as set forth on the first page of the Agreement, and (b) as to Company, to the address set forth on the HackNotice provided Quote, Purchase Order, Contract, or Stripe checkout; provided that either party may change the address for notice by written notice to the other party. (c) No Agency. Nothing contained herein shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise between the parties. (d) Miscellaneous. Neither party shall be liable for any failure or delay in the performance of its obligations hereunder (except for payment of money) on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, acts of God, war, terrorism, governmental action, earthquakes, material shortages, or any other cause which is beyond the reasonable control of such party. The failure of either party to exercise any right or option arising out of a breach of this Agreement shall not be deemed a waiver of any right or option with respect to any subsequent or different breach, or the continuance of any existing breach, after demand for strict performance. Each provision of this Agreement shall be interpreted in such fashion as to be effective and valid under applicable law. If any provision of this Agreement is declared void or unenforceable or invalid, all remaining provisions shall remain in full force and effect. Company may not assign this Agreement in whole or part, by operation of law or otherwise, without the prior written consent of HackNotice. This Agreement, together with the schedules hereto, states the entire agreement between the parties regarding its subject matter and supersedes any prior oral or written proposals, agreements, or other communications between the parties regarding such subject matter. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be considered an original, and which together constitute the same instrument. Section headings in this Agreement are for convenience only and in no way define, limit, construe, or otherwise affect this Agreement. This Agreement shall not be modified except by written amendment signed by duly authorized representatives of both parties.

This document was last modified on 11/2/2023.