



Master Services Agreement

This Master Services Agreement (“MSA”) is entered into by and between Distil Networks, Inc., a Delaware corporation (“Distil”) and the counterparty identified in the Order(s) to which this MSA relates (“Client”). Distil and Client may each be individually referred to as a “Party” or collectively as the “Parties”.

1. DEFINITIONS, INTERPRETATION.

1.1. “Acceptable Use Policy” or “AUP” means Distil’s Acceptable Use Policy, a copy of which can be found at <http://distilnetworks.com/legal/enterprise-terms-of-use> and provided upon request. The AUP is incorporated into this Agreement by reference.

1.2. “Access Protocols” mean the passwords, access codes, technical specifications, connectivity standards or protocols, or other relevant procedures, as may be necessary to allow Client to access the Services.

1.3. “Affiliates” means, with respect to any entity, any other entity directly or indirectly controlling or controlled by, or under direct or indirect common control with, such entity or one or more of the other Affiliates of that entity (or a combination thereof). For purposes of this definition, an entity shall control another entity if the first entity: (i) owns, beneficially or of record, more than fifty percent (50%) of the voting securities of the other entity; or (ii) has the ability to elect a majority of the directors of the other entity.

1.4. “Agreement” refers to this Master Services Agreement, each Order, each of the Specific Terms, the Acceptable Use Policy and the Data Protection Addendum, collectively.

1.5. “Claims” means any and all claims, suits, action, or proceeding, and accompanying losses, liabilities, costs, or expenses, including reasonable attorneys’ fees, brought by or owing to any third party.

1.6. “Client Content” means the content of the web, API and/or mobile application traffic for the Covered Sites (as such term is defined in the relevant Specific Terms), whichever the case may be, that Client or its Representatives routes through Distil’s systems and networks in connection with Client’s use of the Services; however, Fingerprints (as such term is defined in the relevant Specific Terms) are expressly excluded from the definition of “Client Content.”

1.7. “Data Protection Addendum” or “DPA” means Distil’s Data Protection Addendum, a copy of which can be

found at www.distilnetworks.com/legal/enterprise-terms-of-use and provided upon request. The DPA is incorporated into this Agreement by reference.

1.8. “Feedback” means information Client provides Distil regarding the Services including suggestions, critiques, ideas, or comments.

1.9. “Include”, “including”, and “e.g.”, as such terms are used throughout the Agreement, shall not be interpreted as having a limiting effect, but rather as introducing a non-exhaustive example or list in the same fashion as “including without limitation” and “including, but not limited to”.

1.10. “Order” means a written order for the purchase of Services from Distil that is entered into by the Parties.

1.11. “Representatives” means either Party’s respective agents, employees, contractors, consultants and other representatives.

1.12. “Services” means the services identified in an Order, which are more fully described in the applicable Specific Terms. For the avoidance of doubt, the Services include any hardware, software, equipment and technical support provided or otherwise made available to Client by or on behalf of Distil in connection with Distil’s performance of services purchased under an Order.

1.13. “Specific Terms” refers to the Specific Terms and Conditions for each the Services. Copies of the Specific Terms can be found at <http://distilnetworks.com/legal/enterprise-terms-of-use> and provided upon request; however, if any Specific Terms for a given Service is attached to this MSA or an Order as an exhibit, addendum, schedule or other form of attachment, then the attached Specific Terms for that Service shall apply in lieu of the corresponding Specific Term located at the website referenced above. Each of the aforementioned Specific Terms are incorporated herein by reference.

2. SERVICES.

2.1. The Services. Subject to the terms and conditions of this Agreement, Distil grants Client, throughout the term of the applicable Order(s), a non-exclusive, non-transferable, non-sublicensable limited right to access the features and functions of the Services. Other than the preceding, limited right to access the functions and features of the Services, Client receives no other rights, title or interest in or to the Services. Distil retains all right, title and interest in and to the Services, including all intellectual property and proprietary rights related to the same.

2.2. Client Content. Except as otherwise set forth in this Agreement: (i) Client retains all right, title and interest in and to Client Content, and (ii) Distil may only use and otherwise process Client Content to the extent necessary for Distil to perform its obligations and exercise its rights under this Agreement. Client shall be solely responsible for any and all Client Content.

2.3. Feedback. From time to time, Client may provide Distil with Feedback. Client hereby grants Distil a world-wide, non-exclusive, perpetual, irrevocable, royalty-free, fully-paid, transferrable, sub-licensable license to use, sell, copy, modify, make derivative works of, distribute, disclose and otherwise exploit any Feedback for any purpose.

3. AFFILIATES. Client's Affiliates may order Services by executing an Order referencing this MSA, and in such case, that Affiliate shall be (i) bound by the terms and conditions of this MSA and all associated agreements and (ii) considered to be "Client", as such term is used throughout the Agreement.

4. INVOICING, PAYMENTS, TAXES.

4.1. Payments, Invoicing. Client shall pay all fees, including all recurring and non-recurring fees, set forth in each Order. Except as the Parties may otherwise agree to in an Order: (i) all recurring fees will be invoiced annually in advance, (ii) all one-time fees (excluding overage fees) will be invoiced in advance, (iii) all overage fees will be invoiced monthly in arrears, and (iv) Client shall remit payment for all amounts owed hereunder within thirty (30) days from the date of invoice. In the event that Client fails to remit payment of any amounts owed under this Agreement when due, Client agrees to pay interest on all such past-due amounts equal to the lesser of one and one-half percent (1.5%) per month or the maximum amount permitted by law until such past-due amounts have been fully paid. Except as expressly set forth in this Agreement, all payments, when made, are non-cancelable, non-contingent and non-refundable.

4.2. Changes to Fees. Fees owed under an Order for Services rendered during a given Term of that Order may not be modified by Distil during that Term. Distil may, however, modify the fees for the Services purchased under an Order for any subsequent Renewal Term (as such term is defined in Section 6.2 (Term of Orders)) by providing Client with notice of such change no less than ninety (90) days prior to the commencement of the relevant Renewal Term. Client is not obligated to accept such change in the fees, but if Client renews the Order for the relevant Renewal Term, then Client will be deemed to have accepted the change in fees. If Client does not accept the changes in fees, then Client can elect not to renew the Order in accordance with the terms of this Agreement.

4.3. Taxes. Client is solely responsible for and will pay any tax that is applicable to the purchase and/or use of the Services and any hardware or other equipment Client orders or

uses in connection with the Services, including sales, use, value add, property and other taxes or duties. If Client is required to make any deduction(s) or withholding(s) for taxes in any jurisdiction on amounts payable to Distil, the amounts payable to Distil will be increased such that after making such deduction or withholding, Distil receives an amount equal to what it would have received if such deduction or withholding had not been made. Nothing in this Section 4.3 (Taxes) shall be construed to make Client responsible for any general income or gross receipts tax due from and chargeable against Distil.

5. CONFIDENTIALITY.

5.1. Confidential Information. In connection with this Agreement, there may be a desire or need for Confidential Information to be disclosed by one Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**"); although neither Party is under any obligation to make such a disclosure. "**Confidential Information**" means any information or material of a Disclosing Party designated in writing as confidential or that the Receiving Party should reasonably understand to be confidential based on the nature of the information or materials and the circumstances surrounding its disclosure. Confidential Information does not include any information or materials that are: (a) at the time of its disclosure, previously known by or in the possession of the Receiving Party; (b) in the public domain or becomes generally known or published through no fault of the Receiving Party; (c) lawfully disclosed to the Receiving Party by a third party free to disclose such information; or (d) independently developed or owned by the Receiving Party.

5.2. Use & Disclosure. A Receiving Party shall not use the Disclosing Party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under this Agreement, and shall not disclose Confidential Information to any other party other than to its Representatives whom are bound by a duty of confidentiality no less protective than the terms of this Section 5 (Confidentiality). Notwithstanding the foregoing, a Receiving Party may disclose Confidential Information to the extent required by law, a court order or competent government authority, provided that in such case the Receiving Party shall promptly inform the Disclosing Party of such requirement and shall cooperate with the Disclosing Party to allow such Party to obtain a protective order at the Disclosing Party's expense. The Receiving Party shall take reasonable precautions to protect the Disclosing Party's Confidential Information from unauthorized uses or disclosure, but in no event shall such precautions be less protective than those used by the Receiving Party to protect its own information of similar import.

5.3. Equitable Relief. The Parties agree that money damages will not be an adequate remedy for any breach of this Section 5 (Confidentiality), and that a Disclosing Party shall be entitled as a matter of right without proof of actual damages, to seek equitable relief, including an injunction and specific

performance, in the event of any breach or threatened breach of this Section 5 (Confidentiality), in addition to any other remedies available to the Disclosing Party at law or hereunder.

6. TERM, TERMINATION.

6.1. Term of MSA. Subject to the terms of this Agreement, the term of this MSA shall commence on the effective date set forth in the first Order entered into by the Parties and will continue in effect until that Order and each subsequent Order (if any) have either terminated or expired.

6.2. Term of Orders. Except as otherwise set forth in an Order: (i) the initial term of each Order shall commence on the effective date of the Order and run for the period of one (1) year therefrom (the “**Initial Term**”); and (ii) upon the expiration of the Initial Term of an Order, the Order will automatically renew for subsequent renewal terms (each a “**Renewal Term**”) – with each renewal period running for a period of (1) year – until the Order is terminated in accordance with the terms of this Agreement. Notwithstanding the foregoing, either Party may elect not to renew an Order by providing the other Party with written notice of such election no less than sixty (60) days prior to the expiration of the then current Term of that Order. The Initial Term and each Renewal Term of an Order may be individually and collectively referred to as the “**Term**,” depending upon the circumstances.

6.3. Termination for Breach. Should a Party materially breach this Agreement and fail to cure the breach within thirty (30) days of receiving written notice from the other Party, then the non-breaching Party may terminate this Agreement immediately by providing the breaching Party written notice of such termination.

6.4. Suspension. Distil may immediately suspend the Services without notice if: (i) Client fails to pay any amounts owed hereunder when due, or (ii) Distil, in its sole discretion, determines that Client’s or its Representatives’ use of Services violates the AUP or negatively affects Distil or its systems or networks.

6.5. Effect of Termination. The rights granted to Client under this Agreement shall end upon the termination or expiration of this Agreement. Upon the termination or expiration of an Order, Client shall immediately stop using the Services purchased under that Order. Except for Orders terminated by Client in accordance with Section 6.3 (Termination for Breach), in the event of the early termination of an Order, all fees for the remainder of the then-current term of the Order shall be accelerated and immediately due and payable within thirty (30) days of the date of such termination. Furthermore, in the event that Distil suspends the Services or terminates an Order for cause, Distil may repossess any of its software or equipment in Client’s possession or control and impose a reconnection fee if Client requests restored access to the Services. Client will reimburse Distil for any collection or

legal costs incurred by Distil in connection with the foregoing and/or any failure by Client to pay any amounts owed under this Agreement. Except as otherwise set forth in this Agreement, the Parties’ respective rights and remedies under this Section 6 (Term, Termination) shall be in addition to any other rights or remedies the Parties may have.

7. WARRANTIES.

7.1. Mutual Warranties. Each Party represents and warrants the following: (i) that it is duly incorporated or formed, validly existing and in good standing under the laws of its state of incorporation or formation; (ii) that it has the full power and authority to consent to and perform this Agreement; and (iii) this Agreement has been duly and validly executed and constitutes the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with its terms.

7.2. Client Warranties. Client represents and warrants that Client will not, and will not permit others to, violate: (i) any applicable law, rule or regulation in connection with this Agreement, or (ii) the AUP.

7.3. Distil Warranties. Distil warrants that: (i) to its knowledge, the Services do not infringe upon any letter of patent or copyright issued to a third party by the federal government of the United States; and (ii) to the extent applicable, the Services shall meet or exceed the service levels expressly set forth in the relevant Specific Terms.

8. DISCLAIMERS.

8.1. General Disclaimer. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE SERVICES, INCLUDING ALL SERVERS AND OTHER EQUIPMENT PROVIDED IN CONNECTION THEREWITH, ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITH NO WARRANTY WHATSOEVER. DISTIL DOES NOT GUARANTEE THE ACCURACY OF THE SERVICES OR THAT THE SERVICES WILL BE SECURE OR FREE FROM ANY DEFECTS, FAULTS OR PERIODS OF UNAVAILABILITY OR ACHIEVE ANY PARTICULAR RESULTS.

8.2. Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY LAW, AND WITH THE EXCEPTION OF THOSE WARRANTIES EXPRESSLY SET FORTH HEREIN, DISTIL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALINGS OR USAGE OF TRADE.

9. LIMITATION OF LIABILITY.

9.1. Limitation of Specific Liabilities.

NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, IN NO EVENT SHALL EITHER PARTY BE LIABLE (WHETHER IN CONTRACT, TORT OR OTHERWISE AT LAW) FOR ANY LOST PROFITS, LOST DATA, OR LOST OPPORTUNITIES, OR ANY FOR SPECIAL, INCIDENTAL, ENHANCED, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY THEREOF, ARISING FROM OR RELATED TO THIS AGREEMENT.

9.2. General Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL DISTIL'S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE AMOUNT THAT IS PAID OR PAYABLE BY CLIENT TO DISTIL UNDER THE APPLICABLE ORDER(S) IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE FIRST CLAIM STARTED TO ACCRUE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY IN THE AGGREGATE AND WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.3. Limitation of Remedies. DISTIL'S SOLE LIABILITY AND CLIENT'S SOLE AND EXCLUSIVE REMEDIES FOR A FAILURE TO PROVIDE THE SERVICES (INCLUDING A FAILURE TO MEET ANY SERVICE LEVEL SET FORTH IN THE SPECIFIC TERMS AND A FAILURE OF THE SERVICES TO CONFORM TO THE DESCRIPTIONS SET FORTH IN THIS AGREEMENT) SHALL BE LIMITED TO THE PROVISIONING OF CREDITS IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT.

9.4. Miscellaneous. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE LIMITATIONS SET FORTH IN THIS SECTION 9 (LIMITATION OF LIABILITY) SHALL APPLY EVEN IF CLIENT'S REMEDIES UNDER THIS AGREEMENT FAIL THEIR ESSENTIAL PURPOSE. CLIENT ACKNOWLEDGES AND AGREES THAT THIS SECTION 9 (LIMITATION OF LIABILITY) REPRESENTS A REASONABLE ALLOCATION OF RISK AND THAT, IN THE ABSENCE OF THESE LIMITATIONS OF LIABILITY, THE TERMS OF THIS AGREEMENT WOULD BE SUBSTANTIALLY DIFFERENT.

10. INDEMNIFICATION.

10.1. Client Indemnification. Client agrees to defend, indemnify and hold Distil, its Representatives and their respective Affiliates, heirs and assigns harmless from any

Claim brought by or owing to a third party in relation to a breach of any of the warranties made by Client in Section 7 (Warranties).

10.2. Distil Indemnity. Except as provided below, Distil will defend, indemnify and hold Client harmless against any and all Claims brought by or owing to a third party alleging that the Services infringe or violate a letter of patent or copyright issued to such third party by the federal government of the United States. This Section 10 (Indemnification) provides Distil's sole liability and Client's sole and exclusive remedy for any such Claims.

10.3. Exclusions. Notwithstanding the foregoing, Distil shall have no obligations under Section 10.2 (Distil Indemnity) and shall not be liable for any Claim if such Claim relates to any: (i) use of the Services in a manner other than as expressly authorized in this Agreement, (ii) breach of this Agreement by Client or its Representatives, (iii) modification of the Services by any party other than Distil, or (iv) combination of the Services with any other service, product, data, or software not provided or expressly authorized by Distil.

10.4. Additional Options. In the event of a claim alleging that any of the Services infringe upon or misappropriates any third-party intellectual property rights, Distil may, in its sole discretion and at no cost to Client, (i) modify the Services so that they no longer infringe or misappropriate such third-party intellectual property rights, (ii) procure the right for Client to continue its use of the Services as intended under this Agreement, or (iii) terminate this Agreement. In the event that Distil terminates an Order in accordance with this Section 10.4 (Additional Options), Distil will issue a refund of any fees paid by Client for Services not rendered as of the date of such termination.

10.5. Conditions to Indemnification. Each Party's duty to indemnify the other Party in accordance with this Section 10 (Indemnification) is subject to the indemnified Party providing the indemnifying Party with: (i) prompt written notice of the claim, except that any failure to give prompt notice shall only relieve the indemnifying Party of its indemnification obligations hereunder to the extent such failure materially prejudices such Party; (ii) reasonable assistance with the claim, at the indemnifying Party's expense; and (iii) sole control over the defense and settlement of the claim.

11. GENERAL.

11.1. Entire Agreement. This Agreement constitutes the complete and exclusive statement of all mutual understandings between the Parties with respect to the subject matter hereof, superseding all prior or contemporaneous proposals, communications and understandings, whether oral or written. Without limiting the generality of the foregoing, any terms and conditions contained in any purchase order, vendor/supplier registration form, questionnaire or any other form or document

that Client may provide to Distil in connection with this Agreement and/or the Services shall be void, regardless of whether Distil fails to object to such terms and whether such forms were provided prior to or after the execution of this Agreement. With the exception of the AUP, which Distil may amend in accordance with the terms thereof, this Agreement may only be amended, modified or supplemented by signed written agreement of the Parties.

11.2. Assignment. Neither Party may assign or otherwise transfer any of its rights or obligations under this Agreement without the other Party's prior written consent. Notwithstanding the foregoing, Distil may assign its rights and obligations under this Agreement in connection with a merger or acquisition, including a sale of substantially all of its assets. This Agreement shall be binding upon and inure to the benefit of the Parties and their permitted successors, heirs and assigns.

11.3. Force Majeure. Each Party will be excused from delays in performing or from failing to perform its obligations under this Agreement or any Order to the extent the delays or failures result from causes beyond the reasonable control of such Party including without limitation, an act of God, government, war or terrorism (including cyber terrorism), flood, fire, earthquake, strike, internet service provider failure or delay, or an application over which the Party has no control.

11.4. Notice.

To Distil: Notices that are required to be sent to Distil under this Agreement must be sent either by personal delivery, overnight courier or registered or certified mail to Distil Networks, Inc. Attn: Legal Department, 4501 N. Fairfax Drive, Suite 200, Arlington, Virginia, 22203.

To Client: Notices that are required to be sent to Client under this Agreement must be sent either by email to a contact associated with Client's account, unless the notice relates to a Claim under Section 10 (Indemnification), in which case such notice must be sent by personal delivery, overnight courier or registered or certified mail to the Client address listed in the most recent Order on file at the time when the notice is sent.

11.5. Choice of Law & Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its body of law relating to conflicts of law. The Parties hereby irrevocably submit to the exclusive venue and jurisdiction of any state or federal courts located in San Francisco County, California. The Parties hereby agree that the United Nations Convention on International Contracts for the Sale of Goods shall not apply to this Agreement or any other agreement related hereto.

11.6. No Third-Party Beneficiaries. Nothing in this Agreement grants any rights or remedies to any person or entity that is not a party to this Agreement. There shall be no third-party beneficiaries to this Agreement.

11.7. Severability. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect. Any invalid or unenforceable portions will be interpreted to give effect to the original intent of the Parties to the maximum extent permitted by law. If such construction is not possible, then the invalid or unenforceable portion will be severed from this Agreement, but the rest of the Agreement will remain in full force and effect.

11.8. Order of Precedence. In the event of a conflict between this MSA, an Order, the AUP, the DPA and/or the Specific Terms, such conflict shall be resolved in the following order (ranked from most controlling (Orders) to least controlling (the AUP)): (1) Orders, (2) Specific Terms, (3) this MSA, (4) the DPA, and (5) the AUP.

11.9. Survival. Those provisions of this Agreement which, by their nature, are ordinarily deemed to survive any termination or expiration, including Sections 2 (Services), 4.3 (Taxes), 5 (Confidentiality), 6.5 (Effect of Termination), 8 (Disclaimers), 9 (Limitation of Liability), 10 (Indemnification) and 11 (General), shall survive any expiration or termination of this Agreement.

11.10. Waivers. No waiver of any provision hereof shall be effective unless made in writing and signed by the waiving party. The failure of any party to require the performance of any term or obligation of this Agreement, or the waiver by any party of any breach of this Agreement, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

11.11. Counterparts. Each Order, and by extension, this Agreement, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement, including any Order Form, may also be executed and delivered by facsimile signature, PDF or any electronic signature complying with the U.S. federal ESIGN Act of 2000 (e.g., www.docuSign.com).

11.12. Export Compliance. The Services, and any derivatives thereof, may be subject to import and export control laws of the United States and other jurisdictions. Client represents that it is not named on any U.S. government denied-party list. Client shall not, and shall not permit others, to access or use the Services in a U.S. embargoed country or in violation of any U.S. or other applicable import or export control law, rule or regulation.

11.13. Nature of Relationship. Each of the parties is an independent contractor and this Agreement does not create any employment, partnership, joint venture, fiduciary, agency, or other relationship between the Parties. Neither Party will have the power to bind the other or incur obligations on the other's behalf.