

CYBER INCIDENT RESPONSE SERVICES AGREEMENT

BY CLICKING "I AGREE" BELOW COMPANY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, (INCLUDING ANY ATTACHMENTS) UNDERSTANDS THE AGREEMENT, AND AGREES TO ABIDE BY ITS TERMS, INCLUDING ALL APPLICABLE POLICIES AND SERVICE TERMS ATTACHED AND/OR DESCRIBED THROUGHOUT. IF COMPANY ACCEPTS ON BEHALF OF A BUSINESS OR LEGAL ENTITY (INCLUDING A CUSTOMER), COMPANY REPRESENTS AND WARRANTS THAT IT HAS THE AUTHORITY TO BIND THAT LEGAL ENTITY TO THIS AGREEMENT AND "COMPANY" WILL REFER TO THAT LEGAL ENTITY.

This Cyber Incident Response Services Agreement, together with any applicable Order(s) attached hereto and incorporated herein (collectively, the "**Agreement**") is made as by and between among Coveware Inc., a Delaware corporation ("**Provider**" or "**Coveware**"), and the company identified in the Order (the "**Company**") is effective on the date set forth on the Order (the "**Effective Date**").

WHEREAS, Provider is registered as a money services business with the Department of Treasury pursuant to []

WHEREAS, the Company wishes to use certain services offered by Provider with respect to remediating a security matter ("**Case**"), between the Company and 3rd party ("**Recipient**") that has encrypted property of the Company, services which may include facilitation of payment to the Recipient ("**Recipient Payment**").

NOW, THEREFORE, in consideration of the mutual promises and mutual covenants hereinafter contained, and for other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Appointment. The Company hereby appoints Provider to act on its behalf with regard to any Recipient Payment, and hereby engages Provider to provide certain services to Company, such as access to Coveware's secure online platform (the "**Coveware Platform**"), in connection with the Case, and set forth in the attached Order(s). Provider hereby accepts such appointment and engagement in accordance with and subject to the terms and conditions set forth in this Agreement.

2. Amendment/Extension/Termination of the Case. The Company will provide Provider written

notice of any amendment, extension or termination of the Case as soon as practicable

3. Case Information, Incident Fee, Recipient Amount

3.1. Provider will provide Company with its standard questionnaire requesting information regarding the Case (the "Case Information"). Company will populate the questionnaire with the requested information as accurately as possible. Accuracy of the Case Information, including but not limited to the "Payment Amount" and "Payment Wallet Address", is the sole responsibility of the Company.

3.2. The Provider will import the Case Information into the Coveware Platform. Upon successful upload of the Case Information, the Company shall be invited to review the data and verify its accuracy.

3.3. The Company, as promptly as practicable shall either:

3.3.1. deposit with Provider the Aggregate Incident Payment Fee, in cash via wire transfer of immediately available funds, or

3.3.2. authorize Provider to charge Company's credit card for the Aggregate Incident Fee.

Upon receiving the Aggregate Incident Fee from the Company, Provider, as payment provider, hereby agrees to send the Recipient Payment strictly in accordance with this Agreement and instructions contained in the Case Information.

"**Aggregate Incident Fee**" means Recipient Payment amount (the "**Recipient Amount**"), plus Coveware service fee(s) associated with facilitation of this payment (the "**Service Fees**").

4. Sending the Recipient Payment.

4.1. As promptly as practicable following the receipt of the Aggregate Incident Fee, Provider will cause the delivery of the Recipient Amount on the Payment Date, in accordance with the instructions provided in the Case Information (including the cryptocurrency denomination, wallet address, etc.) or as otherwise agreed to by the Parties in writing. Provider shall not be obligated to cause the delivery of the Recipient Amount until the Company has paid, and Provider has received, the Aggregate Incident Fee referenced in Section 3.3. “**Payment Date**” shall mean the date on which Provider causes the delivery of payment described above and contained in the Order; *provided, however*, that the Company may change the Payment Date, in which case the Company shall inform Provider of such changed date in writing (including via email) at least one business day prior to the originally anticipated Payment Date.

4.2. Upon its disbursement of the Recipient Amount pursuant to the terms of this Section 4, Provider’s responsibilities under this Agreement shall be complete and shall be released from further obligations and liability under this Agreement. Provider shall have no responsibility over the actions or omissions of Recipient. The Parties understand and agree that that in no event shall the Recipient Amount, expressed in fiat currency, exceed the Final Incident Fee. “**Final Incident Fee**” means the Aggregate Incident Payment Fee as reconciled against the Restocking Amount pursuant to the process set forth in Section 5 below.

5. Restocking Amount. Following the disbursement of the Recipient Amount, Provider will, as soon as practicable, and on a best efforts basis, purchase for its own account an amount of cryptocurrency equal to the Recipient Amount at a cost, inclusive of all 3rd party transaction fees translated into U.S. dollars (“Restocking Amount”).

5.1. If the Restocking Amount is greater than the Aggregate Incident Payment Fee, Company will be pay Provider: [Restocking Amount] minus [Aggregate Incident Payment Fee].

5.2. If the Restocking Amount is less than the Incident Payment fee, Provider will provide a refund or credit to the Company: [Aggregate Incident Payment Fee] minus [Restocking Amount].

Amounts references in 5(a) and 5(b) are due no later than three (3) business days after the Payment Date. Provider will provide company with a statement of

the Case no later than 1 business day following the Payment Date.

6. Rights, Duties and Responsibilities of the Company.

6.1. The Company has provided or will provide the Provider with copies of certain information and documents regarding the Company, its business, and certain employees and Provider has determined, in light of applicable legal and regulatory requirements and in consultation with its internal and outside counsel, may be required by Provider to comply with certain laws and regulations (the “**Compliance Information**”). The Company acknowledges that Provider may request additional information from the Company for purposes of carrying out Provider’s required compliance procedures. Company further authorizes Provider to retain such Company Information for its own internal use and to comply with legal and regulatory requirements.

6.2. The Company has provided the Provider with Case Information and Compliance Information, that are accurate and sufficient for Provider to perform the Services including disbursement of the Recipient Payment.

7. Rights, Duties and Responsibilities of Provider.

7.1. Provider shall not be responsible for the performance for the Company’s respective obligations under this Agreement.

7.2. Provider shall be entitled to rely upon the accuracy, act in reliance upon the contents, and assume the genuineness, of the Case Information and the Compliance Information and any other notice, instruction, certificate, signature, instrument or other document which is given to Provider pursuant to this Agreement and which Provider believes to be genuine and to have been signed or delivered by the proper party or parties, without the necessity of Provider verifying the truth or accuracy thereof. Provider shall not be obligated to make any inquiry as to the authority, capacity, existence or identity of any person purporting to give any such notice or instructions or to execute any such certificate, instrument or other document.

7.3. If Provider is uncertain (in its commercially reasonable judgment) as to its duties or rights hereunder, it shall consult with the Company. If, after such consultation, it is still uncertain (in its commercially reasonable judgment) as to its duties or rights, it shall be entitled, after five business days’

prior written notice to the Company, and a failure to resolve such uncertainty in good faith with the Company during such period, to return or refund any Aggregate Incident Fee to the company. Upon the return by the Provider of the Aggregate Incident Fee, or the applicable portion thereof, to the company, Provider shall be deemed to have satisfied its obligations hereunder with respect to the Aggregate Incident Fee, except as otherwise specifically set forth herein.

7.4. Provider shall not be liable for any action taken or omitted hereunder, or for the misconduct of any employee, agent or attorney appointed by it, except in the case of Provider's or such individual's fraud, willful or intentional misconduct or gross negligence. Provider shall be entitled to consult with counsel of its own choosing and shall not be liable for any action taken, suffered or omitted by it in accordance with the advice of such counsel.

7.5. Provider shall have no responsibility at any time to ascertain whether or not any security interest exists in the Aggregate Incident Fee or any part thereof or to file any financing statement under the Uniform Commercial Code with respect to the Aggregate Incident Fee or any part thereof, nor shall Provider have any responsibility to ascertain whether any other restrictions apply to, or encumber, any portion of the Aggregate Incident Fee.

7.6. Provider is authorized to act upon the oral and written instructions of the Company and its respective agents and advisors; *provided, however*, that in the case of any and all notices, instructions, confirmations, or other communications to be provided or delivered by or on behalf of the Company via email hereunder, Provider shall only honor and act upon those emails sent by the authorized Company officials and their email addresses identified in the applicable Order. Any instructions given to Provider orally shall, upon request of Provider, be confirmed in writing, via email or facsimile, as soon as practicable. Provider shall not be liable or responsible for, and shall be fully authorized to and protected against, acting or failing to act upon any instructions that conflict with a written confirmation or that conflict with prior or subsequent instructions. In the event Provider becomes aware of such a conflict, Provider shall use all reasonable efforts to seek clarification of such instructions.

8. Representations and Warranties of the Company. The Company represents and warrants to the Provider that:

8.1. The Company has full legal right, power and authority to execute, deliver and perform its obligations under this Agreement and the transactions contemplated hereby.

8.2. This Agreement has been duly and validly executed and delivered by the Company and constitutes a valid and binding obligation of the Company, enforceable against the Company in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies.

8.3. The execution, delivery and performance of this Agreement does not and will not constitute a violation or breach of (i) any agreement to which the Company is a party or (iii) to the Company's knowledge, any applicable federal, state, national, supranational or foreign law, statute, code, rule, regulation or material ordinance of any governmental or regulatory body or other agency (collectively, "**Law**"), in each case the violation or breach of which would cause material harm to the Company or Provider.

8.4. All information that the Company has provided to the Provider, including, without limitation, the Case Information, Company Information, information provided by the Company to the Provider is, to the best of the Company's knowledge, true, accurate and complete in all material respects, there are no restrictions on the Company's ability to disclose or publish such data and information.

8.5. Beyond the representations and warranties stated in this Section, Company MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KINDS EXPRESS, IMPLIED OR STATUTORY (INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

9. Representations and Warranties of the Provider. The Provider represents and warrants to the Company that:

9.1. Provider is duly registered and in good standing as a money services business with the Department of Treasury will remain as such from the

date this Agreement becomes effective until termination of this Agreement.

9.2. There are no actions, grievances, proceedings (including, without limitation, arbitration proceedings), orders, inquiries or claims pending, or to Provider's knowledge, threatened against or affecting it or any employee (in his or her capacity as such) by any regulatory organization that would affect Provider's ability to fulfill its obligations hereunder.

9.3. Provider has full legal right, power and authority to execute, deliver and perform this Agreement and the transactions contemplated hereby;

9.4. This Agreement has been duly and validly executed and delivered and constitutes a valid and binding obligation of Provider, enforceable against Provider in accordance with its terms, except as may be limited by (i) applicable bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights generally, or (ii) the effect of rules of law governing the availability of equitable remedies;

9.5. The execution, delivery and performance of this Agreement does not and will not constitute a violation or breach of (i) any agreement to which Provider is a party or (ii) to Provider's knowledge, any Law, in each case the violation or breach of which would cause material harm to the Company or Provider;

9.6. Provider shall provide any services with regard to this Agreement in a commercially reasonable manner.

9.7. Provider owns, or has a valid license to use, all intellectual property necessary to operate the Coveware Platform and perform the services and other obligations contemplated by this Agreement.

9.8. Beyond the representations and warranties stated in this Section, Provider provides the Services "AS IS" and MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KINDS EXPRESS, IMPLIED OR STATUTORY (INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE).

10. Confidentiality. Each of the parties hereto shall hold in confidence all information obtained from the other party in connection with this Agreement and the transactions contemplated hereby (collectively, "**Confidential Information**"). Confidential Information shall not include

information that is (i) generally available to the public other than as a result of improper disclosure by the recipient, (ii) lawfully obtained by the recipient from a third party under no obligation of confidentiality, or (iii) independently developed by the recipient without any use of or reference to the Confidential Information. Each party shall keep such Confidential Information confidential and shall not, without the prior written consent of the other party, disclose such Confidential Information to any person or use such Confidential Information for any purpose other than in connection with the services described herein. The provisions of this Section shall not restrict a party from disclosing the other party's Confidential Information to the extent required by any law or regulation; *provided* that the party required to make such a disclosure uses reasonable efforts to give the other party reasonable advance notice of such required disclosure in order to enable the other party to prevent or limit such disclosure. Notwithstanding the foregoing, Provider may disclose the other party's Confidential Information without notice pursuant to a request or other regular routine inspection by a governmental agency or regulatory authority. The obligations with respect to Confidential Information shall survive for a period of two (2) years from the date of this Agreement. Notwithstanding anything in this agreement to the contrary, Provider may retain copies of Confidential Information (the "**Retained Confidential Information**") to the extent necessary to comply with its recordkeeping obligations; provided however, that Provider agrees that (i) any Retained Confidential Information shall be accessible only by legal or compliance personnel of Provider and (ii) the confidentiality obligations of this Section shall survive with respect to the Retained Confidential Information for so long as such information is retained.

11. Anonymous Aggregated Data. Company agrees that Coveware may aggregate data generated by Company with other learnings, logs, and data regarding use of the Services so that results are non-personally identifiable with respect to Company ("**Aggregated Anonymous Data**"). Company agrees that Coveware will have the right to generate Aggregate Anonymous Data and that Aggregate Anonymous Data is the property of Coveware, which Coveware may use for any business purpose during or after the term of this Agreement (including without limitation to develop and improve Coveware products

and services and to create and distribute reports and other materials. Company is not responsible for Coveware's use of Aggregate Anonymous Data.

12. Indemnification and Contribution.

12.1. Each Party (the "**Indemnitor**") agrees to indemnify the other Party and its officers, directors, employees, providers and stockholders (collectively referred to as the "**Indemnitees**") against, and hold them harmless of and from, any and all loss, liability, cost, damage and expense, including, without limitation, reasonable counsel fees, which the Provider Indemnitees may suffer or incur by reason of any action, claim or proceeding brought by a person other than the Indemnitor against the Indemnitees arising out of or relating in any way to the Indemnitor's breach of this Agreement unless such action, claim or proceeding is the result of the fraud, willful or intentional misconduct or gross negligence of the Indemnitees.

12.2. If the indemnification provided for in Sections 12.1 is applicable, but for any reason is held to be unavailable, the applicable Indemnitor shall contribute such amounts as are just and equitable to pay, or to reimburse the Indemnitees for, the aggregate of any and all losses, liabilities, costs, damages and expenses, including, without limitation, reasonable counsel fees, actually incurred by the Indemnitees as a result of or in connection with, and any amount paid in settlement of, any action, claim or proceeding arising out of or relating in any way to any actions or omissions of the applicable Indemnitor.

13. Limitations of Liability. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR GOODWILL, FOR ANY MATTER ARISING OUT OF OR RELATING TO THIS AGREEMENT, ITS SUBJECT MATTER OR PERFORMANCE HEREUNDER, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S TOTAL LIABILITY FOR ANY CAUSE OF ACTION,

CLAIM, DAMAGES, FEES, COSTS OR EXPENSES SHALL BE LIMITED TO THE AMOUNT PAID BY COMPANY TO COVEWARE FOR THE COVEWARE SERVICES PROVIDED BY COVEWARE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE ON WHICH THE CLAIM AT ISSUE ACCRUED. THE LIMITATIONS SET FORTH IN THIS SECTION APPLY TO ALL CAUSES OF ACTION IN THE AGGREGATE. EACH PARTY ACKNOWLEDGES AND AGREES THAT THIS SECTION 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.

14. Termination.

14.1. This Agreement shall commence on the date first written above and will continue for a period of one (1) month or upon the disbursement of the Recipient Amount whichever is earlier, unless extended upon the written mutual consent of all parties.

14.2. Any Party may terminate or suspend this Agreement upon one (1) days prior written notice, provided, however, that in the event that either termination or suspension notice is given prior to the Payment Date, the terminating or suspending party agrees to coordinate the orderly return or credit of the Aggregate Incident Payment Fee.

15. Miscellaneous.

15.1. Relationship of Parties. The performance by Coveware of its duties and obligations under this Agreement shall be that of an independent contractor, and nothing in either agreement shall create or imply an agency relationship between Coveware and Company, nor shall either agreement be deemed to constitute a joint venture or Headings. Headings are used in this Agreement and all associated agreements are solely for convenience and shall not be deemed to affect in any manner the meaning or intent of the applicable agreement or any provision thereof. Partnership between the Parties. Furthermore, the Parties agree that the relationship between Coveware and Company is non-exclusive.

15.2. Assignment. Neither party may assign its rights and obligations under this Agreement, either in whole or in part, without the express written

consent of the other party; however, a party may assign such rights and obligations to an acquiring or successor entity in connection with a merger or acquisition, including the sale of all or substantially all of the assigning party's assets. Any assignment in violation of this subsection 15.2 shall be void. This Agreement shall be binding upon any permitted successors and assignees.

15.3. No Waiver. No waiver of any term or condition of this Agreement shall be construed as a waiver of any other term or condition, nor shall any waiver of any default under the same be construed as a waiver of any other default. No waiver of any provision hereof or any right or remedy hereunder shall be effective unless in writing and signed by the party against whom such waiver is sought to be enforced. No delay in exercising, no course of dealing with respect to, and no partial exercise of any right or remedy hereunder shall constitute a waiver of any other right or remedy, or future exercise thereof.

15.4. Severability. If any provision, or portion thereof, of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of the relevant agreement, and each provision, or portion thereof, is hereby declared to be separate, severable and distinct and the Parties shall use their best efforts to agree upon a substitute provision that comports as closely as possible with the intent and effect of the stricken provision, failing which the court shall construe the relevant agreement to as closely as possible achieve the intention of the Parties had the stricken provision remained.

15.5. Amendment. No amendment, modification, change or discharge of this Agreement shall be valid unless in writing and signed by both Parties.

15.6. Survival. The respective rights and obligations of the Parties hereunder shall survive the expiration or termination of this Agreement, regardless of the reasons for its expiration or termination, if they should by law or by their nature ordinarily be deemed to survive. Without limiting the foregoing, the provisions of Sections 8.4, 8.5, 9.8, 10, 11, 12, 13 and 15 shall survive any termination or expiration of this Agreement.

15.7. Force Majeure. If the performance of any part of this Agreement by either party is prevented, hindered, delayed or otherwise made impracticable by reason of any flood, riot, fire, judicial or governmental action, act of terrorism, act

of cyber-warfare, act of war, labor dispute, act of God or any other cause or causes beyond the control of either party, that party shall be excused from such performance to the extent that it is prevented, hindered or delayed by such cause or causes. If such hindrance persists for a period of thirty (30) days or more, then either party shall have the right to terminate each applicable Order and/or terminate this Agreement without penalty and/or liability.

15.8. No Inducement. Both Parties acknowledge that they have not been induced to enter into this Agreement or any associated agreements by any representations or promises not specifically stated therein and herein.

15.9. Headings. Headings are used in this Agreement and all associated agreements are solely for convenience and shall not be deemed to affect in any manner the meaning or intent of the applicable agreement or any provision there/hereof.

15.10. Review by Counsel. The Parties have each had the opportunity to have legal counsel fully review and explain the legal and practical effect of this Agreement and with the knowledge of such advice, if any, and an understanding of the and effect of this Agreement, the Parties hereto sign the same voluntarily.

15.11. 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.

15.12. Notices. All notices, unless specified as an "electronic notice," due under the terms of this Agreement shall be given in writing and sent by registered mail, reputable express courier service, or shall be delivered by hand to the following addresses: If to Coveware: Coveware Inc., PO box 621, 276 Post Road East STE 10, Westport CT 06881, Attention: CEO. If to Company: the address set forth in Order Form.

15.13. Choice of Law; Venue. The Agreement and all agreements associated herewith shall be governed in all respects by the laws of the State of Delaware without regard to its conflict of laws principles, and all claims and/or lawsuits in connection with this Agreement will be in the applicable state or federal courts located in Fairfield, CT.

15.14. Entire Agreement. This Agreement, including any applicable Order(s), 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, oral or written.

15.15. No Third Party Beneficiaries. The Parties do not intend to create any third-party beneficiaries of this Agreement, and nothing in this

Agreement is intended, nor shall anything herein be construed to create any rights, legal or equitable, in any person other than the Parties to this Agreement.

_____ I Agree

Signature:

Name:

Title:

Company Name:

Company Address:

Date Signed: