

DeleteMe Business Subscription Purchase Agreement

This BUSINESS SUBSCRIPTION PURCHASE AGREEMENT (“Agreement”) is entered into by and between Abine, Inc. dba DeleteMe (“DeleteMe”) and the entity or individual named on the signature line below (“Buyer”), (individually, “the Party”, jointly, “the Parties”). This Agreement governs access to DeleteMe’s Software As A Service software and bundled services (together, “the Services”), and becomes effective upon mutual execution (“Effective Date”).

Buyer and DeleteMe agree as follows:

1. Order: Buyer agrees to purchase subscriptions (“Subscriptions”) from DeleteMe for the grant of a non-exclusive, non-transferable right to access and use the Services during the Term, solely for use by Authorized Users (as defined below) in accordance with the terms and conditions herein and as provided in accordance with any applicable document provisioning the Services (the “Order Form”). Buyer is restricted from making copies of on-premise software. Additionally, DeleteMe does not grant Buyer IP rights in DeleteMe’s Software As A Service software. Buyer may purchase additional Subscriptions using an Order Form or other similarly accepted or executed document. Any additional licenses purchased during an active Subscription Term shall be co-termed with the original Subscription Term and shall expire on the same end date as the original Subscription unless otherwise agreed in writing by the parties. Fees for such additional licenses shall be prorated based on the remaining time in the Subscription Term. Buyer is responsible for determining to whom Subscriptions are assigned. Subscriptions are non-transferable, except to the extent that DeleteMe permits reassignment of seats under its then-current Subscription features. “Authorized User(s)” means Buyer’s employees, consultants, contractors, and agents (i) who are authorized by Buyer to access and use the Services under the rights granted to Buyer pursuant to this Agreement and (ii) for whom access to the Services has been purchased as Subscriptions through (a) an applicable Order Form or (b) similarly accepted or executed document. “Subscription Term” means the period during which Buyer is authorized to access and use the Services under a specific Order. Each Subscription Term will begin on the Order Effective Date and continue for the duration specified in the Order, subject to renewal or termination as provided in this Agreement.

2. Services. DeleteMe agrees to provide Buyer the Services as identified in a) this Agreement, b) any additional Order Form and c) as designated by the Buyer or an Authorized User (jointly, the “Business Purpose”). Services may be updated from time to time and will be accessed subject to DeleteMe’s Terms of Service (<https://privacy.joindeleteme.com/policies?name=terms-of-service>) and Privacy Policy (<https://privacy.joindeleteme.com/policies?name=privacy-policy>).

3. Data

3.1. Confidential Information. “Confidential Information” means all data and material provided by a Party (“Disclosing Party”) disclosed to the other Party (“Receiving Party”), that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the terms and conditions of this Agreement, the Services, business marketing plans, technology technical information, product designs, and business processes. Confidential Information shall not include End User Information (as defined below) nor information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside of the scope of this Agreement, except with the Disclosing Party’s written permission. Each Party agrees to protect the confidentiality of the Confidential Information of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind (but in no event using less than reasonable care). Each Party may disclose Confidential Information to its directors, officers, employees, agents, advisors, Affiliates, independent contractors and consultants (collectively, “Representatives”) on a “need to know” basis only, provided that such Representatives are bound by confidentiality obligations as least as a restrictive as those

Abine, Inc. dba DeleteMe, 1 Marina Park Drive, Suite 1410, Boston, MA 02210

set forth in this Agreement. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party was to contest the disclosure. If the Receiving Party discloses or uses (or threatens to disclose or to use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other remedy may be inadequate.

3.2. End User Information. "End User Information" is data and material collected, received, processed or maintained by DeleteMe in connection with the Business Purpose. End User Information belongs to the Authorized User assigned to the Subscription from which the End User Information is provided. Each Authorized User is responsible for a) the accuracy of End User Information and b) obtaining any applicable authorizations required to provide the End User Information to DeleteMe. End User Information is subject to the disclosure, usage, access, transfer, processing, and retention protections and restrictions, including liability and warranty obligations, detailed in DeleteMe's Terms of Service and Privacy Policy.

3.3. Confidentiality. DeleteMe agrees that it will not (i) sell or share Confidential Information or End User Information that Buyer shares through the Services; (ii) retain, use or disclose Confidential Information or End User Information Buyer shares for any purpose other than the Business Purpose set out in the Agreement; or (iii) combine the End User Information DeleteMe receives from, or on behalf of Buyer with End User Information that DeleteMe receives from, or on behalf of, another person or persons, or collects from its own interaction with the consumer, unless authorized by this Agreement or an applicable data protection law. DeleteMe agrees to (i) use or process End User Information only for the Business Purpose of performing the Services as described in this Agreement, unless required otherwise by a data protection law to which DeleteMe is subject; (ii) allow Buyer to take reasonable and appropriate steps to ensure that DeleteMe is using the End User information in a manner consistent with DeleteMe's obligations under this Agreement and data protection laws; (iii) notify Buyer of any inability of DeleteMe to comply with an applicable data protection law, including the California Consumer Privacy Act (CCPA) or the California Privacy Act (CPRA), within thirty (30) business days of DeleteMe making that determination; (iii) provide Buyer the right, upon notice, to take reasonable and appropriate steps to stop and remediate DeleteMe's unauthorized use of End User Information; (iv) provide Buyer with reasonable cooperation and assistance as Buyer may reasonably request to comply with Buyer's obligations under data protection laws, including but not limited to, consumer requests, risk assessments, and responding to applicable government authorities, and (v) allow Buyer to monitor DeleteMe's compliance with this Agreement through measures that include, but are not limited to, manual reviews, regular assessments, audits and technical testing, which shall not occur more than once every 12 months.

3.4. Subprocessor. A "Subprocessor" means any person (including any third party, but excluding an employee of DeleteMe) appointed by or on behalf of DeleteMe to process End User Information on behalf of Buyer in connection with the Agreement. DeleteMe will impose the same data protection duties and obligations applicable to DeleteMe on any Subprocessor utilized by DeleteMe to fulfill DeleteMe's obligations under this Agreement. DeleteMe shall remain solely responsible and liable to Buyer for any breach of this Agreement that is caused by an act, error or omission of its Subprocessors or other third party appointed by and acting under the authority of DeleteMe as if such acts or omissions were by DeleteMe.

3.5. Security Breach. A "Security Breach" means any confirmed act or omission that compromises the security, confidentiality, or integrity of End User Information or the physical, technical, administrative, or organizational safeguards put in place to protect it. DeleteMe shall notify Buyer without undue delay upon DeleteMe or any Subprocessor becoming aware of a Security Breach affecting End User Information, providing Buyer with sufficient information to allow Buyer to meet Buyer's reporting obligations under applicable data protection laws.



4. Term. This Agreement will remain in effect for twelve (12) months from its Effective Date (“Initial Term”) and shall automatically renew for successive twelve (12) month periods (“Renewal Term”), unless notice of nonrenewal is provided by either Party no less than sixty (60) days before the end of the then current term. Buyer authorizes DeleteMe to charge Buyer’s payment method on file or invoice Buyer for payment on the Effective Date of each Order and upon each renewal. Buyer may provide notice of nonrenewal to DeleteMe by contacting Buyer’s Account Manager, or contacting DeleteMe at sales@joindeleteme.com, +1-833-335-3836, or Abine Inc., 1 Marina Park Drive, Suite 1410, Boston, MA 02210. Buyer agrees to be charged now and upon each renewal until Buyer cancels. Buyer acknowledges its right to cancel.

4.1 Changes to Subscriptions After Renewal Notice Period. Buyer acknowledges and agrees that, after the deadline to provide notice of nonrenewal specified above, the Subscription structure (including but not limited to quantity of Subscriptions and scope of Services) will be deemed locked for the next Subscription Term. Any requested changes to Subscription structure or scope of Services after the nonrenewal deadline and prior to or after renewal may be accepted or rejected by DeleteMe in its sole discretion. If DeleteMe agrees to accept any requested changes, any adjustment in fees shall be made prospectively and not retroactively unless otherwise agreed in writing.

5. Termination. DeleteMe may terminate this Agreement or suspend Buyer’s access to the Services when Buyer commits a material breach and such breach is not cured within thirty (30) days of Buyer’s receipt of notice specifying in detail the nature of the breach. In the event of an uncured material breach, the termination becomes effective thirty (30) days after receipt of the breach notice. Any unauthorized use of the Services by Buyer will be deemed an incurable breach, resulting in waiver of the notice requirement and DeleteMe’s right to immediately terminate this Agreement and suspend Buyer’s access to the Services. In no event will suspension or termination relieve Buyer’s obligation to pay fees due and owing.

6. Publicity. Buyer agrees that DeleteMe may use Buyer’s name and logo for marketing and other promotional purposes, upon Buyer’s advance written consent.

7. No Warranties. FOR PURPOSES OF CLARIFICATION, ALL USE OF THE DELETEME SERVICES IS AT THE USER’S SOLE RISK AND THE DELETEME SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.” DELETEME, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS MAKE NO EXPRESS WARRANTIES AND DISCLAIM ALL IMPLIED WARRANTIES REGARDING THE SERVICES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, TOGETHER WITH ANY AND ALL WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE IN TRADE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED FROM DELETEME OR ELSEWHERE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

8. Limitation of Liability & Indemnity.

8.1 Exclusion of Damages. DELETEME, ITS SUBSIDIARIES AND AFFILIATES, AND ITS LICENSORS SHALL NOT BE LIABLE TO BUYER FOR ANY INDIRECT, INCIDENTAL, SPECIAL CONSEQUENTIAL, OR EXEMPLARY DAMAGES INCURRED BY BUYER OR USERS, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT (WHETHER INCURRED DIRECTLY OR INDIRECTLY), ANY LOSS OF GOODWILL, OR BUSINESS REPUTATION, ANY LOSS OF DATA SUFFERED, COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR OTHER INTANGIBLE LOSS. THE FOREGOING LIMITATIONS ON DELETEME’S LIABILITY APPLY WHETHER OR NOT DELETEME HAS BEEN ADVISED OF OR SHOULD HAVE BEEN AWARE OF THE POSSIBILITY OF ANY SUCH LOSSES ARISING. NOTWITHSTANDING THE FOREGOING, NOTHING IN THIS AGREEMENT EXCLUDES OR LIMITS DELETEME’S LIABILITY FOR LOSSES THAT MAY NOT BE LAWFULLY EXCLUDED OR LIMITED BY APPLICABLE LAW.

8.2 Liability Cap. THE TOTAL LIABILITY OF DELETEME ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID BY BUYER UNDER

Abine, Inc. dba DeleteMe, 1 Marina Park Drive, Suite 1410, Boston, MA 02210

THE APPLICABLE ORDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

8.3 Indemnification. Each Party (“Indemnifying Party”) shall defend, indemnify, and hold harmless the other Party, its officers, employees, and agents (collectively, “Indemnified Party”) from and against any third-party claims, liabilities, damages, losses, and expenses, including reasonable attorney’s fees, arising out of or relating to: (a) any gross negligence or willful misconduct of the Indemnifying Party; or (b) the Indemnifying Party’s violation of applicable law. The indemnification obligations are conditioned upon prompt written notice of any claim and reasonable cooperation by the Indemnified Party in the defense of the claim. For the avoidance of doubt, this Section does not include intellectual property indemnification unless otherwise agreed in writing.

9. U.S. Government Users. The Services are “commercial items” as that term is defined at 48 C.F.R. 2.101; consisting of “commercial computer software” and “commercial computer software documentation” as such terms are used in 48 C.F.R. 12.212. Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, all U.S. Government end users acquire the Services (including any licensed software) with only those rights that are set forth explicitly in the terms of use.

10. Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder shall be in writing and shall be deemed to have been given: (a) when delivered by hand (with written confirmation of receipt); (b) when received by the addressee if sent by a nationally recognized overnight courier (receipt requested); (c) on the date sent by email to a monitored email address if sent during normal business hours of the recipient, and on the next Business Day if sent after normal business hours of the recipient; or (d) on the third day after the date mailed, by certified or registered mail, return receipt requested, postage prepaid.

11. Miscellaneous. The Services and any related technical data may not be exported, re-exported or used in any manner in violation of the laws, statutes, executive orders or regulations of the United States of America or of any country to which the same has been legally exported or re-exported. Each Party agrees to comply with all applicable United States and foreign export law, regulations, and license restrictions relating to the Services. The Parties agree that, irrespective of the place of performance of the Services, this Agreement will be governed by the laws of the Buyer’s jurisdiction, without regard to any conflict of laws principles. The application of the UN Convention of International Sale of Goods to this Agreement is disclaimed in its entirety. Waivers and amendments of any provision of this Agreement shall be effective only if made by non-preprinted agreements indicating specifically what sections of this Agreement are affected, signed by both Parties and clearly understood by both Parties to be an amendment or waiver. The failure of either Party to enforce its rights under this Agreement at any time for any period shall not be construed as a waiver of such rights. If any provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will continue in full force and effect and the invalid or unenforceable provision shall be reformed to the extent necessary to make it valid and enforceable. Nothing contained herein will in any way constitute any association, partnership, or joint venture between the parties, nor does either Party have the power to bind the other Party or incur obligations on the other Party’s behalf without the other Party’s prior written consent.