SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement (the "**Agreement**") is entered into between Porting.com, LLC., d/b/a ATLaaS a Wyoming limited liability company ("**Porting**") and you, the party executing this Agreement ("**you**" or "**Customer**"). PORTING and you may also be referred to herein individually as a "**Party**" or collectively as, the "**Parties**."

Porting.com has developed, and is the sole owner of, various software solutions used to provide Local and Toll-Free number asset management services to interested parties. Porting.com, develops, services, maintains, markets, and sells innovative number asset management solutions (individually and collectively, the "**Services**"). Porting.com makes the Services available to its customers through industry leading cloud-based hosting applications operated by Microsoft Azure ("**AZURE**"), and Amazon Web Services ("AWS") and in conjunction with established third party software ("**Third Party Products**") and other third parties ("**Third Party Vendors**").

Customer desires to access and utilize the Services and to purchase the Services from Porting for a fee. The parties desire to enter into this Agreement regarding the terms and conditions pursuant to which Customer accesses the Services for a fee. Terms that are not defined herein or in the applicable MSA, Porting's Terms & Conditions and/or Privacy Policy & Terms of Use, shall be defined in the context in which they are used. By clicking on the "**I Agree**" button at the end of this Agreement you are: (i) verifying your purchase of the Services as set forth in the MSA; and (ii) agreeing to all the terms, conditions, warranties and covenants contained in this Agreement and in Porting's Terms & Conditions and/or Privacy Policy & Terms of Use regarding the Porting Services.

PLEASE READ THIS AGREEMENT BEFORE USING PORTING'S SERVICES. BY ACCESSING OR USING PORTING'S SOFTWARE OR SERVICES OFFERING, YOU ("the Customer") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT AND TO EVERY TERM, CONDITION, WARRANTY AND COVENANT CONTAINED IN THIS AGREEMENT AND IN THE MSA, PORTING'S TERMS &CONDITIONS AND/OR PRIVACY POLICY & TERMS OF USE, DO NOT ACCESS OR USE THE SERVICES.

TERMS

In consideration of the above recitals and the terms, representations, warranties, covenants, and conditions below, the parties agree as follows:

Definitions.

"**aaS**" is an acronym for "As A Service" and means the combined hosting and support services provided in this Agreement.

"**aaS Materials**" shall mean the written materials relating to the operation and use of the Services including, but not limited to, user manuals, user guides, technical manuals, release notes, and online help files regarding use of the Services, and any other materials prepared in connection with any Porting software modification, correction, or enhancement.

"**Cloud Hosting**" means the provision of products and services in a hosted environment, accessible via the internet.

"**Customer Data**" means all data, files, including hypertext markup language files, documents, audio and visual information, graphics, scripts, programs, applets, or servlets that Customer creates, installs, uploads to or transfers in or through the Services or provides in the course of using the Services, excluding information provided by Customer relative to its Users.

"**Customer Personal Data**" means any Personal Data that is processed by Porting on behalf of the Customer in relation to this Agreement. but excluding *any personal data* with respect to which Porting is a data controller.

"**Data Protection Laws**" means the EU GDPR and all other applicable laws relating to the processing of Personal Data.

"**Electronic Communications**" shall mean any transfer of signs, signals, text, images, sounds, data or intelligence of any nature transmitted in whole or part electronically to or from the Services.

"**EU GDPR**" means the General Data Protection Regulation (Regulation (EU) 2016/679) and all other EU laws regulating the processing of Personal Data, as such laws may be updated, amended. and superseded from time to time.

"**Infrastructure Support Services**" shall mean the support provided by Porting for the maintenance and stability of the computer hardware and hosting environment provided as part of the Services.

"**MSA**" refers to a document, issued by Porting to confirm Customer's purchase of the Services.

"**Services**" shall mean the software and infrastructure in a hosted environment provided and maintained by Porting to which Customer is being granted access under this Agreement via a web site or another designated IP address. Service or Services includes Product Support Services and application support services described in this Agreement

"**Term**" means any Initial Term and/or Renewal Term as defined in this Agreement.

"**Third Party Products**" means application software products provided by third party vendors with which Porting's software interfaces and which provides certain functionality essential to the operation of the Porting software.

"**User(s)**" means Customer's employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer or on Customer's behalf.

Access to Services. Subject to the terms and conditions below, Porting grants to you access to the Services specified in the MSA or quote for services for the duration of the Term and any Renewal Term. Please refer to the MSA for a description of the Services. By accepting this Agreement, you shall have the right to access and use through the internet, the Services agreed

to in the MSA.

Porting License Grant. Subject to the terms and conditions of this Agreement, Porting grants to Customer during the Term and any Renewal Term of this Agreement the nontransferable, nonexclusive worldwide right to (a) use the Services, (b) display and print Customer Data, and (c) use the aaS Materials solely in connection with the Services, for Customer's own internal business operations, provided such internal business operations. The license and rights granted, for the items listed in the MSA are subject to all of the following agreements and restrictions: (i) the terms of the MSA; (ii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Services, or access the Services to build a similar or competitive product or service; (iii) except as expressly stated herein, no part of the Services or aaS Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means; (iv) Customer agrees to make every reasonable effort to prevent unauthorized third parties from accessing the Services; and (v) unauthorized use, resale or commercial exploitation of any part of the Services or aaS Materials in any way is expressly prohibited;

Terms of Service.

Service Extensions or Updates. Any new features that augment or enhance the Services, and or any new Service subsequently purchased by Customer will be subject to this Agreement.

Customer Must Have Internet Access. Customer must have or must obtain access to the internet or other approved Data transport service and must provide all equipment necessary to make (and maintain) such connection to the internet.

Email and Notices. Customer agrees to accept emails from Porting at the e-mail address Customer specifies. Porting may provide all required notices to Customer through either e-mail or by mail.

Passwords, Access, and Notification. Customer will provide and assign unique password and user names to each authorized User. Customer will be responsible for the confidentiality and use of Customer's (including its employees') passwords and user names. Customer will also be responsible for all Electronic Communications, including those containing business information, account registration, account holder information, financial information, Customer Data, and all other data of any kind contained within emails or otherwise entered electronically through the Services or under Customer's account. Customer agrees to notify Porting if Customer becomes aware of any loss or theft or unauthorized use of any of Customer's passwords, user names, and/or account number. Porting shall not be responsible for any losses or damages incurred as a result of an unauthorized use of Customer's account.

Customer's Responsibilities. Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations, and conventions in connection with its use of the Services, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer and its Users will use the Services in accordance with the terms of this Agreement. If Customer fails to immediately stop using the Services in the prohibited manner specified herein or in any notice, Porting may immediately terminate Customer's or their particular User's access to and use of the Services. The Service is subject to the U.S. Export Administration Laws and Regulations. No part of the Service or information obtained through use of the Service is to be transferred, or re-exported to embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Customer must comply with the list. Customer certifies that neither Customer nor any Users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assumes sole responsibility for obtaining licenses to export or re-export as may be required. The Services may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

Transmission of Data. Customer expressly consents to Porting's interception and storage of Electronic Communications and/or Customer Data, and Customer acknowledges and understands that Customer's Electronic Communications will involve transmission over the internet, and over various networks, only part of which may be owned and/or operated by Porting. Porting is not responsible for any Electronic Communications and/or Customer Data which are lost, altered, intercepted or stored without authorizations during the transmission of any data whatsoever across networks not owned/operated by Porting.

Porting Support. Porting will make commercially reasonable efforts to ensure Customer's successful utilization of the Services, including maintenance and support of the hardware and software that comprise and make available, the Services.

Licenses from Customer. Customer grants to Porting and its Third Party Vendors the non-exclusive, nontransferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use (a) Customer Data solely to the extent necessary to provide the Services and aaS Materials to Customer, and (b) any trademarks that Customer provides Porting for the purpose of including them in Customer's user interface of the Services ("**Customer Trademarks**").

Service Fees. In consideration for, and as a continuing condition of, accessing the Services, Customer has paid or shall pay Porting the fees (the "**Fees**") set forth in the MSA. The Fees shall be exclusive of any sales, use, excise or similar tax liability arising from this Agreement, if any, all of which shall be the obligation of Customer. If Customer has authorized Porting to charge Customer's bank account or credit card, Porting shall charge the applicable fees set forth in the MSA to Customer's bank account or credit card. Porting may suspend access and use of the Services if Customer fails to make timely payment of the Fees, and fails to resolve such breach within thirty (30) days of receiving notice from Porting that Fees are past due. Porting

may discontinue any portion of the Services at any time upon ninety (90) days prior written notice where such discontinuance applies to all or substantially all of Porting's customers of such portion of the Services.

ATLaaS Toll Free Fraud Service

As per the customer's instructions on the fraud form, Porting.com dba ATLaaS will investigate and report on the fraudulent activity. Should Porting.com perform fraud service & investigation, customer will be charged at $150.00 per dispute, plus hourly support fees as noted below.

Support & Trouble Tickets

"Hands on Support" is defined as any telephone call made to Porting.com by the customer, not related to the operability of Porting.com's dba ATLaaS web portal.

"Help Desk Ticket" is a call or other inquiry related to the operability of the Porting.com dba ATLaaS web Portal. Except as noted, all support is billed in 15-minute increments and is billable as follows:

Business Hours: Billed at $100.00 per Hour

During business hours, only hands on support calls with a duration greater than 15 minutes are considered billable. **Help Desk Tickets are not billable.

After Hours Support: Billed at $200.00 per Hour

After-hours support rates are billed on all calls not made between 6:00am PST-5:00pm PST. Both help desk tickets and hands on support calls are billable.

Federal Holidays: Billed at $300.00 per Hour

On Federally recognized Holidays, both help desk tickets and hands on support calls are billable. *Portal Exception: A one-hour minimum charge shall be assessed if the customer otherwise could have completed the activity via portal access.

Misc. Charges and Fees

Service	Fee
LCR Generation	ICB, please inquire
NASC	$100.00 per Number
SOMOS Initiated Port	$20.00 per Number
AUN99 Protected RespOrg	$5.00 per TFN/Month
Trouble Calls	See Support Pricing
Projects	ICB prior approval required

*ICB Fee determined on an Individual Case Basis

Modification; Discontinuance; Maintenance and Updates.

Updates. Porting may automatically update the Services, from time to time in its sole discretion. You hereby agree to Porting automatically, and without prior notice, updating the Services or any portion thereof.

Modification to or Discontinuation of the Service. Porting reserves the right at any time and from time to time to modify, temporarily or permanently, the Services (or any part thereof) with thirty (30) days notice. Customer agrees that Porting will not be liable to Customer or any third party for any modification or discontinuance of the Services as described in this Section 8. Customer's sole remedy is to terminate the Services.

Maintenance. In order to perform maintenance, including infrastructure and application upgrades, there will be routinely scheduled down time. Porting may periodically issue new releases in which Porting adds functionality to the Services. Porting shall notify Customer of software upgrades and or patch releases to the Services. Porting will use commercially reasonable efforts to notify Customer of the need to perform unscheduled maintenance.

Ownership, Copyrights. Porting owns all rights, title, and interest in the Services, including the software and services and all customized and derivative works based upon them, and including all copies thereof and all copyright, patent, trademark, trade secret rights and other intellectual property rights embodied therein (individually and collectively, the "**Intellectual Property**"). Customer has no interest in or rights to the Intellectual Property. Access to the Services does not grant Customer any rights to the Intellectual Property except as expressly authorized herein. All rights not specifically granted in this Agreement are reserved by Porting.

Backing Up Customer's Data. Porting regularly backs up data for the Porting Cloud Hosting platform hosted on AZURE. This data is retained for 7 years. Neither Porting nor AZURE shall be responsible for maintaining copies of any other backups. Once a full system backup has been performed, AZURE may delete or destroy all copies of previously performed backups. AZURE will make commercially reasonable efforts to maintain data integrity in any backup, but neither Porting nor AZURE is responsible to Customer for loss of data or data integrity so long as AZURE has performed its backups in a commercially reasonable manner. AZURE's responsibility for maintaining your data is limited to what is contained in the backups described above.

Term and Termination.

This Agreement shall become effective upon Customer's electronic execution of this Agreement or a MSA, as set forth below and shall continue in full force and effect for the term stated and accepted in the MSA (the "**Term**") beginning the first full calendar month

following acceptance (as that term is defined below) of all services. The Term may be extend as provided for in the MSA (each a "**Renewal Term**") unless either Party gives the other at least twenty (20) days advance written notice of its intention for the Agreement not to renew automatically.

Porting may terminate this Agreement immediately if Customer breaches any term or condition of this Agreement or the MSA, and fails to cure such breach within thirty (30) days following its receipt of notice thereof. Either Party may immediately terminate the Agreement upon written notice if the other Party: (a) becomes or is declared insolvent or bankrupt pursuant to Section 19 herein; (b) is the subject of any proceeding related to voluntarily or involuntarily liquidation or insolvency which is not dismissed within ninety (90) Days; or (c) makes an assignment for the benefit of creditors. Additionally, Porting may, without refund, at its sole discretion, immediately terminate or suspend access to the Services, due to Customer's falsification of personal or company information.

Suspension for Delinquent Account. Porting may suspend Customer's use of the Services for any account that remains unpaid after sixty (60) day's written notice of such delinquency. Porting shall not be liable to Customer, or to any third party, for any suspension of the Services resulting from Customer's non-payment of the fees.Suspension for Ongoing Harm. Porting may, with notice to Customer, suspend Customer's access to the Services if Porting believes that Customer's use of the Services is causing immediate and ongoing harm to Porting or others. Porting will not be liable to Customer or to any third party for any suspension of the Services as stated in this Section. Upon termination of the Agreement by Customer, additional fees may result from said termination depending on the nature and scope of the Services provided under this Agreement and the MSA. Handling of Customer Data In the Event of Termination. Customer acknowledges and agrees that following termination of this Agreement, Customer shall return all aaS Materials (except that it may retain a copy for archival purposes or as otherwise provided in this Agreement) to Porting and Porting may immediately deactivate Customer's account. Prior to any such deletion or destruction, Porting shall either (1) grant Customer reasonable access to the Services so that Customer can retrieve its Customer Data or (2) transfer all Customer Data to other media for delivery to Customer. Customer agrees that Porting shall not be liable to Customer or to any third party for any termination of Customer access to the Services or deletion of Customer Data.**Notice of Claims.** You must notify Porting in writing of any claim you have against Porting within ninety (90) days following your knowledge of such claim or the claim shall be barred, and you will have waived any right to proceed against Porting on such claim.

Survival of Terms Upon Termination. Any provision of the Agreement or any MSA which contemplates performance or observance subsequent to any termination or expiration (in whole or in part) shall survive any such termination or expiration and continue in full force and effect, including but not limited to Sections 6, 8, 10.5-10.7, 11,12, 13, 16, 19-21, and 24.2-24.4.
Confidential Information. The Services and all information Porting discloses to Customer in connection with the Services and access thereto are Porting's Confidential Information. Customer agrees that it and its employees, agents and representatives shall: (i) keep Porting's Confidential Information strictly confidential, and shall not disclose such information to any other person or entity without the express written consent of Porting; (ii) limit internal disclosure of the Confidential Information solely to its employees, agents and representatives who need the Confidential Information to use the Services; (iii) honor Porting's confidentiality and use restrictions; and (iv) use the Confidential Information only to use the Services as stated in this Agreement and the Terms of Use. Confidential Information shall not include: (i) information generally available to the public; (ii) information Customer can prove was in their possession prior to receiving it from Porting; (iii) information Customer can demonstrate was developed by Customer independently without using Porting's Confidential Information; and (iv) information Customer receives from a third party without restriction on disclosure. These obligations shall survive the expiration or termination of this Agreement and the MSA for the shorter of a period of three (3) years or the time period as required by law, regulation, or court order; or the time at which the Confidential Information ceases to be confidential or proprietary. Customer shall return or destroy the Confidential Information upon request of Porting, provided that it shall not be obligated to destroy copies held in electronic archives or backup systems and provided that all such copies shall be subject to this Section 13. A party may disclose Confidential Information if required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled to disclose Confidential Information (the "**Responding Party**") immediately gives Porting written notice of the receipt of any subpoena or other request for such disclosure, so Porting can obtain a protective order. Responding Party will cooperate with Porting's efforts to obtain a protective order. If Responding Party is compelled as a matter of law to disclose the Confidential Information, it may disclose to the party compelling the disclosure only that part of the Confidential Information as is required by law to be disclosed.
Warranties. Porting warrants that the Services will comply with the material functionality described in the aaS Materials or MSA. Customer's sole remedy for Porting's breach of this warranty shall be that Porting shall use commercially reasonable efforts to correct such errors or modify the Services to achieve the material functionality described in the aaS Materials within a reasonable period of time. Porting does not warrant that the Services will be free of non-material errors, bugs, or minor interruption, or that all such errors will be corrected. Porting does not warrant that the Services or the Cloud Hosting vendor, or any data viewed from or downloaded from the Services, will be safe or free of viruses, worms, Trojan programs or other malware. Porting warrants that to the best of its actual knowledge, it is the sole owner of or has full power and authority to grant the license and use of the Services to Customer, and that Customer's use of the Services as described herein, will not infringe or violate any third party rights.
Independent Contractors. The relationship of the parties hereto is solely that of independent contractors, not employer/employee, and nothing herein shall be construed to constitute Porting and Customer as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. As independent contractors, each party is responsible for reporting and payment of all taxes owed by that party.
Limitation of Warranties. OTHER THAN THE WARRANTIES EXPRESSLY SET FORTH IN THIS AGREEMENT, Porting MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED. THE SERVICES SHALL BE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. Porting SPECIFICALLY DISCLAIMS, TO THE FULLEST EXTENT ALLOWED BY LAW, ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES UNDER THE UNIFORM COMPUTER INFORMATIONAL TRANSACTIONS ACT, AS MAY BE ADOPTED BY ANY JURISDICTION FROM TIME TO TIME.

International Use. Customer agrees to comply with all applicable foreign and domestic laws, rules, and regulations regarding the transmission of technical data exported from or imported to the United States or the country in which Customer resides.

Amendments and Waivers. No waiver of any provision of this Agreement or MSA shall be effective unless agreed to in a signed writing by the party against whom such waiver is claimed. The Parties have agreed to certain terms and conditions that shall be incorporated by reference and which are in a separately agreed upon and submitted MSA. If the terms and conditions in the MSA conflict with this Agreement, the MSA shall be controlling.

Bankruptcy. Either party may immediately terminate this Agreement upon the other party filing for bankruptcy. The term "bankruptcy" means the filing of a petition commencing a voluntary proceeding under the Bankruptcy Code; a general assignment for the benefit of creditors; or the seeking or consent to, the appointment of any trustee in bankruptcy, receiver, or liquidator for the business or property of that party; or the commencement against a party of any involuntary case under the Bankruptcy Code; or proceeding under any receivership, which proceeding is not dismissed within 60 days.

LIMITATION OF LIABILITY. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, HOWEVER ARISING, WHICH ARE RELATED TO THIS AGREEMENT AND THE SERVICES (REGARDLESS OF WHETHER A CLAIM FOR ANY SUCH LIABILITY IS PREMISED UPON BREACH OF CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY OF LIABILITY), EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL PORTING BE LIABLE FOR ANY LOST PROFITS, LOST DATA, OR LOST EQUIPMENT, ANY WEBSITE OR NETWORK DOWNTIME, OR COST OF PROCURING SUBSTITUTE SERVICES. EACH PARTY'S (AND ITS AFFILIATES') TOTAL CUMULATIVE LIABILITY TO THE OTHER PARTY FOR ANY DIRECT DAMAGES SHALL NOT EXCEED THE TOTLAL AMOUNTS CUSTOMER PAID TO PORTING DURING THE PRIOR THREE (3) MONTHS, FOR THE SERVICES FROM WHICH THE DAMAGES RESULTED, STARTING FROM THE DATE THE EVENT THAT CREATED THE LIABILITY OCCURRED. THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO: (a) CLAIMS ARISING FROM A PARTY FAILING TO COMPLY WITH LAWS; (b) MISUSE OF THE PORTING SERVICES IN VIOLATION OF THE TERMS OF THIS AGREEMENT; (c) CUSTOMER'S VIOLATION OF SECTION 8 RELATING TO PORTING'S INTELLECTUAL PROPERTY; OR (d) CLAIMS FOR WHICH A PARTY HAS AN INDEMNIFICATION OBLIGATION AND ALL DAMAGES ORDER BY A COURT FOR WHICH AN INDEMNIFICATION OBLIGATION IS OWED.

Indemnification. Subject to Section 20, each party (the "**Indemnifying Party**") will indemnify and defend any action by a third party brought against the other party, its Affiliates**,** directors, shareholders, officers, or employees (individually and cumulatively, the "**Indemnified Party**") (i) as set forth in this Agreement or the MSA, or (ii) arising in connection with infringement, misappropriation or violation of the Indemnified Party's intellectual property, or (iii) use of the Services in a manner that is not authorized under this Agreement or MSA. Also, if all or any part the Services becomes the subject of a claim of infringement, misappropriation or violation of a third party's intellectual property rights, PORTING may, at its sole discretion and expense, either (a) procure for Customer the right to continue receiving and using the Services; (b) replace or modify the allegedly infringing aspect of the Services or software therein to make it non-infringing, without altering its functionality; or (c) terminate the MSA and reimburse Customer for any fees paid in advance for that portion of the Services that will not be delivered due to such termination.

Force Majeure Events. A party shall be excused from any delay or failure in performance of their obligations hereunder to the extent caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to, acts of God, earthquake, acts of terrorism, civil disorder, war, labor strikes, national or local emergency, acts of government, global pandemic including but not limited to COVID 19, compliance with any statutory obligation or governmental requirements, fire, flood, or weather of exceptional severity ("**Force Majeure Events**"). Neither party shall be liable for any delays, losses or damages resulting from Force Majeure Event. A Force Majeure Event will not result in termination of this Agreement or any MSA. But nothing herein shall affect Customer's obligation to pay any Fees owed for the Services.

Data protection. Each Party shall comply with the Data Protection Laws with respect to the processing of the Customer Personal Data. Porting has the legal right to disclose all Personal Data that Customer discloses to Porting in connection with the Services. Porting shall only process Customer Personal Data during the Term and for a period of 60 days thereafter, subject to the other provisions of this Section 23. Porting shall only process Customer Personal Data for Porting to offer, and Customer to use, the Services. Porting shall only process Customer Personal Data on the documented written instructions of the Customer. Customer hereby authorizes Porting to make the following transfers of Customer Personal Data: (i) internally to its own employees, offices and facilities in the United States, providing that such transfers are protected by appropriate safeguards; (ii) to its third party processors, providing that such transfers are protected by appropriate safeguards; and (iii) to a country to the extent that such country ensures an adequate level of protection for Personal Data. Porting shall notify the Customer if a Customer's instruction relating to the processing of the Customer Personal Data infringes the Data Protection Laws. However, Porting may process Customer Personal Data if required to do so by applicable law. In such a case, Porting shall inform the Customer of the legal requirement before processing. Porting shall ensure that persons authorized to process Customer Personal Data maintain the confidentiality of such information. The Parties shall each implement appropriate measures to ensure an appropriate level of security for

Customer Personal Data. Porting shall not engage any third party to process Customer Personal Data without the prior consent of Customer. Porting shall inform the Customer at least 10 days in advance of any intended changes concerning the addition or replacement of any third party processor. If Customer objects to any such changes before implementation, Customer may terminate this Agreement on 10 days' written notice to Porting. Porting shall ensure that each third party processor is subject to the same OR substantially equivalent legal obligations as those imposed on Porting by this Section 23. Customer authorizes Porting to engage, as sub-processors with respect to Customer Personal Data. Porting shall take commercially appropriate measures to assist the Customer with the fulfilment of the Customer's obligation to respond to requests exercising a data subject's rights under the Data Protection Laws. Porting shall assist the Customer in ensuring compliance with the obligations relating to the security of processing of personal data, the notification of personal data breaches to the supervisory authority, the communication of personal data breaches to the data subject, data protection impact assessments and prior consultation in relation to high-risk processing under the Data Protection Laws. Porting shall notify Customer of any Personal Data breach affecting the Customer Personal Data within 72 hours of becoming aware of the breach. Porting shall provide Customer all information necessary to demonstrate its compliance with the obligations herein and the Data Protection Laws. Porting shall, at Customer's request, delete or return all Customer Personal Data to the Customer after providing processing services, and shall delete existing copies unless applicable law requires storage of the relevant Personal Data. If any changes to the Data Protection Laws result in one or both Parties not complying with the Data Protection Laws in relation to processing of Personal Data carried out under this Agreement, then the Parties shall use reasonable best efforts to remedy such non-compliance. Porting may charge the Customer its normal rates for any work performed at the request of the Customer or as required pursuant to this Section 23.

Miscellaneous.

Severability. Each provision of this Agreement should be interpreted as to be effective and valid under applicable law. If any provision of this Agreement is found invalid or unenforceable under applicable law, such provision shall be ineffective only to the extent of such invalidity or unenforceability without invalidating the remainder of such provision or this Agreement.

Governing Law; Jurisdiction; Venue. This Agreement shall be construed in accordance with the laws of the State of Wyoming, without regard to its conflict of law principles. The Parties hereby expressly opt-out of applicability of any state's version of the Uniform Computer Information Transactions Act (UCITA). The state and federal courts of Oregon shall be the venue to hear any dispute arising from this Agreement not otherwise settled by arbitration. In the event of a breach of any of the covenants pertaining to Porting's Intellectual Property rights or Confidential Information, such breach will result in irreparable and continuing damage in an amount which is not readily ascertainable and for which there will be no adequate remedy at law, and Porting shall be entitled to injunctive relief and such other and further relief, including damages, as provided by law.

Arbitration. Any controversy, dispute or claim arising out of or related to the Agreement (including any MSA) or breach thereof, that cannot be resolved by Porting and Customer, shall be settled by binding arbitration by JAMS, under JAMS' Commercial Arbitration Rules. The place of arbitration shall be Bend, Oregon. Judgment on the dispute rendered by the arbitrator may be entered into any court having jurisdiction thereof. The prevailing Party in any legal proceeding brought under or with respect to the Agreement (including these Terms of Use and any MSA) may recover from the non-prevailing party all costs of such proceeding as well as reasonable attorney's fees.

Waiver of Jury Trial. EACH PARTY HERETO ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES, AND THEREFORE IT HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Construction. This Agreement shall be given a fair and reasonable construction in accordance with the intention of the Parties and without regard to the identity of its drafter.

Assignment. Customer may not assign, transfer, pledge, encumber, or sell their rights under this Agreement, in whole or in part without Porting's prior signed written consent, which Porting may grant or withhold at its sole discretion.

Authority to Bind Parties. An individual accepting the terms and conditions of this Agreement on behalf of Customer by clicking "accept". This Agreement sets forth the final, entire understanding and agreement of the Parties and incorporates all of the agreed upon terms, covenants, and conditions.

Modification of Terms. Porting reserves the right to unilaterally change, amend, modify, suspend, or discontinue any aspect of the terms stated in this Agreement by posting revised terms and conditions of the Agreement and any MSA to its Website. Clicking "accept" at the end of this Agreement or the subsequent use of the Services signifies Customer's agreement to all terms, conditions, and notices contained or referenced herein, including any changed, amended, or modified terms and conditions. Using the Services following the posting of any changes to this Agreement or any MSA constitutes acceptance of those changes, and all changes shall be binding upon the Customer. If Customer does not agree to the changes, Customer shall be responsible for immediately ceasing all further use of the Services and terminating the Agreement.

Entire Agreement. This Agreement along with the MSA appended hereto and the Terms of Use constitutes the entire agreement between the Parties with respect to this Agreement and the applicable MSA and supersedes all prior agreements.

Notices. Except as otherwise expressly provided herein, all notices or demands required by this Agreement shall be given in writing by delivering the same by mail, facsimile, or by e-mail, depositing the same in the United States mail, certified mail,

postage prepaid and addressed to the party concerned at the address such party will designate in writing to the party giving the notice. Unless and until a different designation is made, such address shall be the address set forth for such party in this Agreement.

Electronic Execution. By clicking "accept" at the end of this Agreement or any MSA, you are warranting that the information you provided in any MSA documentation is accurate and complete, and that you are authorized to execute the MSA and comply with the terms and conditions of this Agreement, the Terms of Use and Privacy Policy, each of which is incorporated by reference herein on behalf of the Customer. You are not authorized to load or otherwise access or use the Services unless you agree to this Agreement and the MSA. After executing the MSA, you may print a copy of it for your records.