



Network Box USA

Terms and Conditions of Sale and Standard Services Level Agreement for Dark Web Monitoring and Domain/IP Reputation Monitoring

This is a legally binding agreement ("Service Agreement and Terms of Sale") (The Agreement) made by and between Network Box USA, LLC., having its principal address at 2825 Wilcrest, Suite 259, Houston, Texas, TX 77042 ("NBUSA"), and You, the purchaser (or authorized lessee) and user of the "Product", as defined below, (hereinafter "You" or "Customer"). By entering into The Agreement, You represent and warrant to NBUSA that You are the owner (or the lessee in good standing from an authorized lessor of the Product) of the Product and that You are a licensee in good standing of the Product. This Agreement contains the terms and conditions of sale and service that apply to NBUSA and You on orders for Products sold by NBUSA, as specified in the related invoice. By accepting delivery of the NBUSA Products described on the invoice, You agree to be bound by and accepts the terms and conditions herein. Any terms contained in or otherwise proposed by You in a purchase order, acceptance or other document, are hereby expressly rejected.

Definitions:

1. **PRODUCT:** Product, as used herein, refers to the Dark Web Monitoring and Domain/IP Reputation Monitoring, licensed by NBUSA to You.
2. **Description:** Network Box Corporation, LTD will monitor the Dark Web and over 100 Realtime Blackhole lists to ensure your domains, IP addresses and email addresses aren't listed anywhere. If any of the information being monitored is found, a report is generated, to inform you of our findings. No service is provided to remedy such findings. Product is simply a monitoring and alerting service.

Terms and Conditions of Sale and Standard Service Level Agreement

1. **Effect of Signature:** The agreement begins once payment has been received. By clicking ACCEPT in the online purchasing form, Customer agrees to purchase the Products described in this Agreement and to pay during the term of this Agreement all payments provided for on this Agreement, including any applicable sales/use tax and service or other charges. Customer also agrees that the license payment and any applicable fees are due immediately and that all subsequent payments are due at the commencement of each billing period following delivery.
2. **Service Agreement:** Product is provided as-is. The only support NBUSA will provide to Customer is related to ensuring Customer is receiving the reports produced by Product. NBUSA may, at its sole discretion, revise the SLA at any time. NBUSA has no obligation to provide service or support until NBUSA has received payment as specified in the signature page of this contract, for the Product contract for which service or support is requested.
3. **Warranties/Disclaimer:** NBUSA MAKES NO WARRANTIES AS TO THE PRODUCT (INCLUDING ANY SOFTWARE), EXPRESS, IMPLIED OR STATUTORY. NBUSA MAKES NO WARRANTY AS TO SERVICES OTHER THAN AS EXPRESSLY SET FORTH IN THE APPLICABLE SLA. SOME STATES DO NOT ALLOW THE LIMITATION OR DISCLAIMER OF WARRANTIES AND THIS CLAUSE MAY NOT APPLY TO YOU. NBUSA ALSO HAS NO RESPONSIBILITIES FOR THE CONTENT OF THE REPORTS GENERATED BY PRODUCT.
4. **Payment Terms; Orders.** Payment must be received by NBUSA via Credit Card at the time the order is placed via the online form. Your CC will be charged on a monthly or yearly basis (depends on which method you have chosen) until you cancel the service. Orders are not binding upon NBUSA until accepted by NBUSA and NBUSA reserves the right to reject any order.
5. **Default:** Customer will be in default under this Agreement if Customer fails to pay any part of the payments or other amounts due under this Agreement within ten days after the due date. Customer will also be in default if Customer fails to perform any other provision within ten days after NBUSA has made written demand to Customer. Any misrepresentation of Customer's credit or financial standing or an assignment for the benefit of creditors shall constitute events of default under this Agreement. If Customer is in default, NBUSA shall be entitled to terminate this Agreement and immediately discontinue service. Customer will be liable for all costs and expenses, including attorney's fees, involved in exercising any of NBUSA's rights under the Agreement.
6. **Time is of the Essence; Interest:** Time is of the essence in this License Agreement. Late payments shall bear interest at the lesser of eighteen percent (18%) per annum or the maximum amount allowed by law, whichever is lesser.



7. **Taxes:** Customer is responsible for sales, use and all other taxes associated with the order, except for NBUSA's franchise taxes and taxes on NBUSA's net income. NBUSA will collect sales taxes for Product independently of actual Customer's geographical location. Customer may provide NBUSA with a valid tax exemption certificate, in which case NBUSA will not charge the applicable sales or use tax. Customer will remain liable for any sales or use taxes regardless of NBUSA's acceptance of a sales tax certificate.
8. **Substitutions:** From time to time, NBUSA may, in its sole discretion, elect to substitute Products or portions of a Product, including, but not limited to, software, to enhance features and performance of the product. Any substitutions will be made in accordance with NBUSA's policies in effect on the date of the substitution and Customer agrees to cooperate with NBUSA in any such substitution.
9. **Assignment:** Customer cannot assign, transfer, resell, lend, or otherwise dispose of the Products without the express written consent of NBUSA.
10. **Contract Duration:** The initial term of this Agreement depends on which agreement Customer has chosen when purchasing Product online. Customer acknowledges that the contract cannot be terminated early. Should Customer desire to terminate services before the end of the initial period, Customer will be subject to pay the full amount of the remaining contract period.
11. **Product Upgrades.** Network Box Corporation, Limited continually upgrades and revises its products and service offerings to provide its customers with new products and service offerings. NBUSA may revise and/or discontinue Products at any time without prior notice to customers.
12. **CONDITIONS TO USE OF SERVICES:** Your use of the Services is conditioned upon Your doing all of the following at Your own expense:
 - 12.1 Your account for Services must be current.
 - 12.2 Your account must be paid in full to be utilizing the Services for Your own account and not on behalf of any other person or entity.
 - 12.3 You must establish and maintain a reliable, continuous internet connection between the Product and NBUSA Security Operations Center.
 - 12.4 You must designate a Technical Contact Person who shall be responsible for making and receiving all communications with NBUSA with respect to the Services to be provided hereunder and notify NBUSA in writing of such person's full name, title, telephone, fax and email address.
13. **CUSTOMER CONTACT:** Customer will designate at least one person as its technical contact ("Customer Representative") for dealing with service, upgrades and configuration changes. Customer shall provide the name, title, phone number, e-mail address, mail address and other information as requested by NBUSA from time to time. Customer may designate as many Customer Representatives as it deems necessary. All contacts from Customer must be made via the Customer Representatives. NBUSA will not reply to requests for service made by unauthorized Customer personnel.
14. **STANDARD HOURS OF SUPPORT:** Standard Hours of Support are defined as follows: business hours between **08:30AM** and **05:00 PM Central Time**, excluding Saturdays, Sundays and recognized holidays. NBUSA will publish its recognized holidays at the beginning of every year and will communicate the holiday calendar to You via email. In the event Customer requests Support outside of the Standard Hours, Support will either be provided during the following business hours, or will be subject to an additional charge at NBUSA's standard rates.
15. **SERVICES and SUPPORT:** No services are provided with Product. Customer will receive an initial report showing all the issues found on the Dark Web. Any future changes will be reported to Customer on a daily basis. Only changes will be reported. Reports are NOT generated on a time basis but only when a change in status is to be reported. The only support provided with Product is related to ensuring that the reports generated by Product are properly delivered to Customer.
16. **CONFIDENTIALITY:** Because of the type of service NBUSA provides, it is possible that NBUSA employees may come in possession of confidential information belonging to You, and your employees may come in possession of confidential information belonging to NBUSA. As part of this Service Agreement, the Parties agree to enter in a mutual Non Disclosure Agreement, as follows:



- 16.1 The receiving Party will not use or disclose any Confidential Information without the disclosing Party's prior written consent, except to the receiving Party's employees or consultants on a need-to-know basis, provided that such employees or consultants have executed written agreements restricting use or disclosure of such Confidential Information that are at least as restrictive as the receiving Party's obligations. In addition to the foregoing nondisclosure obligations, the receiving Party agrees to use at least the same care and precaution in protecting such Confidential Information as the receiving Party uses to protect the receiving Party's own confidential and proprietary information and trade secrets, and in no event less than reasonable care. The receiving Party shall return all Confidential Information promptly upon the request of the disclosing Party or upon termination of this Agreement. Confidential Information received by a Party under this Agreement shall not be copied without the prior written consent of the disclosing Party.
- 16.2 Upon request from the disclosing Party, the receiving Party shall immediately return to the disclosing Party all Confidential Information and copies thereof, or if directed by disclosing Party, shall immediately destroy or de-install such Confidential Information and all copies, and shall furnish proof of their destruction to the disclosing Party.
- 16.3 Neither Party shall be bound by the obligations restricting disclosure and use set forth in this Agreement with respect to Confidential Information, or any part thereof, which: (a) was known by the receiving Party prior to disclosure, as evidenced by its business records; (b) was lawfully in the public domain prior to its disclosure, or becomes publicly available other than through a breach of this Agreement; (c) was disclosed to the receiving Party by a third party provided such third party or any other party from whom such third party receives such information is not in breach of any confidentiality obligation in respect of such information; (d) is independently developed by the receiving Party, as evidenced by its business records; or (e) is disclosed when such disclosure is compelled pursuant to legal, judicial, or administrative proceeding, or otherwise required by law, subject to the receiving Party giving all reasonable prior notice to the disclosing Party to allow it to seek protective or other court orders.
- 16.4 The obligations of confidentiality set forth herein will continue for so long as the disclosing Party maintains the information disclosed as confidential. Termination of the business relationship between the parties does **not** terminate the requirement for confidentiality. Should the Network Box appliance be returned to NBUSA at the end of the contract terms, NBUSA will take reasonable precautions to avoid the accidental release of any information still stored on the hard drive of the appliance and will delete the data from the hard drive and, where applicable, destroy it.
- 16.5 Each Party acknowledges that due to the unique nature of the other Party's Confidential Information, the disclosing Party will not have an adequate remedy in money or damages in the event of any unauthorized use or disclosure of its Confidential Information. In addition to any other remedies that may be available in law, in equity or otherwise, the disclosing Party shall be entitled to seek injunctive relief to prevent such unauthorized use or disclosure.

17. LIMITED WARRANTY AND REMEDY:

- 17.1 ANY REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCT, SOFTWARE, UPDATES AND DOCUMENTATION ARE THOSE EXPRESSLY MADE BY NBUSA IN THIS PRODUCT AGREEMENT.
- 17.2 NBUSA warrants that the Services will be performed in a good and workmanlike manner. The sole, entire and exclusive liability of NBUSA and the sole, exclusive and entire remedy in the event of any breach of the foregoing warranty shall be that, at the sole option of NBUSA in its sole discretion, NBUSA shall either (a) re-perform the Services in question or (b) refund the Fees associated with such Services. THE FOREGOING IS THE SOLE, ENTIRE AND EXCLUSIVE WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, MADE BY OR ON BEHALF OF NBUSA, ITS AGENTS, SUPPLIERS AND SUBDISTRIBUTORS RESPECTING THE SERVICES. ANY AND ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE OR PURPOSE ARE HEREBY EXPRESSLY DISCLAIMED IN THEIR ENTIRETIES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.
- 17.3 NEITHER NBUSA NOR ANY PERSON OR ENTITY THAT HAS BEEN INVOLVED IN THE DESIGN, DEVELOPMENT, PRODUCTION, DISTRIBUTION, ADVERTISING, MARKETING OR DELIVERY OF THE PRODUCT OR ANY OF ITS COMPONENTS SHALL BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, OR INCIDENTAL DAMAGES ARISING DIRECTLY OR INDIRECTLY OUT OF THE SERVICES HOWEVER CAUSED AND ON ANY THEORY OF



LIABILITY WHETHER IN CONTRACT, STRICT LIABILITY, TORT (INCLUDING WITHOUT LIMITATION NEGLIGENCE) OR OTHERWISE EVEN IF NBUSA OR OTHERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

- 17.4 NBUSA SHALL HAVE NO LIABILITY FOR LOST PROFITS, LOSS OF BUSINESS OR OTHER SPECIAL, CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY EXCEPT AS EXPRESSLY PROVIDED HEREIN. IN NO EVENT SHALL THE TOTAL AGGREGATE LIABILITY OF NBUSA, ITS AGENTS AND SUPPLIERS, SUBDISTRIBUTORS OR RESELLERS CONCERNING ANY CLAIM ARISING FROM OR RELATING TO THIS SERVICE AGREEMENT AND/OR ANY SERVICES PROVIDED HEREUNDER, EXCEED THE AMOUNT OF FEES PAID BY YOU FOR THE APPLICABLE.
- 17.5 EACH PERSON OR ENTITY SIGNING AS CUSTOMER IS JOINTLY AND SEVERALLY LIABLE WITH ANY OTHER SIGNER OF THIS AGREEMENT, AND ANY ACTION ON CUSTOMER'S PART OR NOTIFICATION TO CUSTOMER SHALL BE IMPUTED TO ANY OTHER SIGNER.
18. **Customer Representations.** Customer agrees to comply with the terms and conditions of the SLA and all applicable laws and regulations of the various States and of the United States. Customer represents that it is buying all Products for its own internal use only, and not for resale, export or as a Service Bureau provider.
19. **INDEMNIFICATION:** Customer agrees to and shall indemnify, defend and hold harmless NBUSA and its suppliers, subdistributors and agents, officers, directors and managing agents from and against any and all claims, demands, suits, causes of action, loss, liability or harm arising from any breach of this Agreement by You including without limitation all reasonable attorney's fees, costs and expenses. NBUSA agrees to hold you harmless should any liability of copyright infringement arise from the use of the Network Box Product.
20. **MISCELLANEOUS:** This Agreement constitutes the sole, entire and exclusive understanding and agreement with respect to its subject matter. This Agreement shall be governed by the laws of the State of Texas without regard to choice of law principles. The State and Federal courts in and for Harris County, Texas shall have exclusive jurisdiction over any cause or controversy arising under the terms of this Service Agreement or between the parties as a result of action taken or failure to act by either party pursuant to the terms of this Service Agreement. This Agreement shall inure to the benefit of NBUSA, its agents, suppliers and authorized subdistributors and may not be modified or waived except pursuant to a writing signed by an authorized representative of NBUSA. The headings used in this Agreement are for convenience of reference only. Such headings form no part of the terms and/or conditions of this Agreement and shall not be used to construe, expand, limit or modify any of the express terms or conditions of this Agreement.
21. **Severability.** Any provision of this Agreement that is held invalid shall be struck and the remaining provisions shall be valid and applied without the invalid provision
15. **ASSIGNMENT:** This Agreement may not be assigned by You without the prior written consent of NBUSA acting in its reasonable discretion. NBUSA may assign or delegate performance of this Service Agreement upon prior written notice to You.
16. **ACKNOWLEDGEMENTS:** YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS. YOU ALSO AGREE THAT THIS AGREEMENT IS THE COMPLETE AND EXCLUSIVE STATEMENT OF AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES AND CANCELS ALL PROPOSALS OR PRIOR AGREEMENTS, VERBAL OR WRITTEN, AND ANY OTHER COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. YOU ACKNOWLEDGE AND AGREE THAT YOUR DECISIONS TO PURCHASE AND USE THE PRODUCT WERE NEITHER INDUCED BY NOR MADE IN RELIANCE UPON ANY REPRESENTATION, WARRANTY, STATEMENT, PROMISE, UNDERSTANDING OR INDUCEMENT NOT EXPRESSLY SET FORTH IN WRITING IN THIS AGREEMENT.