



STANDARD TERMS AND CONDITIONS

These Standard Terms and Conditions (these “**Standard Terms**”) are entered into effective as of the effective date of the first statement of work, order form, proposal, or similar document (each individually a “**SOW**,” and together with these Standard Terms and any Service Terms (as defined below), the “**Agreement**”) (the “**Effective Date**”) by and between Net at Work, LLC a Delaware Limited Liability Company having an address at 575 8th Avenue, New York, NY 10018 (“**NAW**”), and the party set forth the applicable SOW (“**Client**”). Each of NAW and Client may be referred to as a “**Party**” and may be collectively referred to as the “**Parties**.”

1. Services.

a. Provision of Services. Client hereby engages NAW to provide Client with certain products and services (collectively, “**Services**”) as provided in one or more SOW(s) separately executed by the Parties, and subject to the exhibits, addenda, schedules, policies and other documentation referenced herein, that reference these Standard Terms, or that are otherwise incorporated by reference (collectively, the “**Service Terms**”). Client shall provide NAW with reasonable assistance, information, and access to its personnel, premises and equipment in connection with the Services.

b. Changes to SOW. Any deviation from or modification to an SOW must be agreed to by the Parties in writing as a Change Order (“**Change Order**”) or a new SOW must be completed. Unless Client expressly directs otherwise in writing and NAW agrees, prior to the execution of a Change Order or a new SOW, NAW will continue to work and be compensated pursuant to the existing SOW.

c. Suspension of Services. Notwithstanding any other provision of this Agreement, NAW shall have the right, in NAW’s sole discretion, to temporarily or permanently suspend any or all Services: (i) in the event of Client’s breach of any acceptable use or similar policies or (ii) if NAW reasonably believes that continued provision of Services presents a risk to the security, confidentiality, or integrity of the Services, NAW, or any Confidential Information (as defined below), or violates, or is reasonably likely to violate, the rights of NAW, its licensor(s), third party(ies), or applicable law.

d. Representatives. Each Party will be responsible for the performance of its employees, personnel, and contractors (“**Representatives**”) and their compliance with the Agreement.

2. Payment.

a. Fees. Fees for the Services shall be set forth in the applicable SOW. NAW may increase the fees from time to time. All fees are non-cancellable and non-refundable, except (i) as otherwise expressly set forth in the applicable SOW, or (ii) as provided in Section 3(b).

b. Expenses. Client shall reimburse NAW for travel and other expenses incurred in the provision of the Services to the extent invoiced in accordance with this Agreement.

c. Payment Terms. Unless otherwise provided in the applicable SOW, NAW shall submit monthly invoices to Client for fees and expenses, and Client shall pay all amounts upon receipt of invoice. Invoices may be paid by electronic transfer (ACH or Wire), by check or by credit card. Credit card payments will be subject to a three percent (3%) handling fee to the maximum extent permitted by applicable law.

d. Taxes. All fees payable by Client are exclusive of applicable taxes and duties, and Client shall be responsible for and shall pay all taxes on or related to the Services, the Agreement, and any payments hereunder. All payments made by Client under this Agreement shall be made free and clear of any deduction or withholding.

e. Late Payments. If any amounts due are not received by NAW within thirty (30) days after the invoice date, without limiting NAW’s rights or remedies, such amounts will accrue interest at the rate of one-and one-half percent (1.5%) of the outstanding balance per month (pro-rated for any portion of a month), or the maximum rate permitted by law, whichever is lower. If any amount owed by Client is thirty-one (31) days or more overdue, NAW may, without limiting its other rights and remedies, suspend provision of and/or access to Services until such amounts are paid in full, and fees for the Services shall continue to accrue during such period as though the Services or access thereto were not suspended.



3. Term and Termination.

- a. **Term.** This Agreement shall be effective on the Effective Date and shall continue until terminated in accordance with the provisions hereof (the “Term”).
- b. **Termination Without Cause.** Either Party may terminate this Agreement or applicable SOW upon thirty (30) days’ written notice. In the event Client terminates a recurring service contract SOW pursuant to this Section 3(b), Client will remain responsible for fees for Services associated with such SOW for the shorter of (i) twelve (12) months following such termination; or (ii) the balance of the remaining term of such SOW. In the event Client terminates an SOW for project-based (time and materials) services pursuant to this Section 3(b), Client will remain responsible for fees for Services initiated and expenses incurred through the date of termination as well as for any Services or expenses already scheduled and confirmed by Client as of the date of notice of termination; any pre-paid fees remaining beyond the costs of the foregoing will be refunded to Client, less any project or volume-based discounts. In the event NAW terminates an SOW pursuant to this Section 3(b), NAW will refund to Client any prepaid fees covering the remainder of the term of such SOW.
- c. **Termination for Breach.** Either Party may terminate this Agreement or applicable SOW by written notice in the event of a material breach of this Agreement by the other Party if such breach is not cured within thirty (30) days of written notice.
- d. **Effects of Termination.** Upon termination or expiration of the applicable SOW, (i) all issued invoices and payment for all Services provided through the date of termination shall become immediately due and payable and (ii) Client shall promptly remove all Client Data from the applicable Services, at Client’s sole risk and expense. “Client Data” means all information and data created or generated by Client and provided or made available to NAW for or in connection with the Services. To the extent Client does not remove all Client Data from the applicable Services within thirty (30) days of the date of termination, NAW shall be entitled, but shall have no obligation, to destroy any Client Data remaining in the applicable Services, at Client’s sole risk and expense. NAW shall not be liable, and Client hereby expressly releases NAW from any liability, to Client or any third party as a result of such destruction.
- e. **Survival.** Expiration or termination of this Agreement alone shall not result in the termination of any SOW entered into prior to such termination, and the terms of this Agreement shall continue in effect for purposes of such SOW. Sections 2, 3(d), 3(e), 4, 5, 7(d), 8(a), 8(c), 9 and 10 of these Standard Terms shall survive termination or expiration of this Agreement. In no event will termination relieve Client of its obligation to pay any fees payable to NAW for the period prior to the effective date of termination.

4. Intellectual Property.

- a. **Ownership.** As between the Parties, each Party shall retain exclusive ownership of all right, title, and interest in and to any and all copyrights, computer programs (whether object code, source code, or otherwise), data, databases, inventions, patents, service marks, trade dress, trade names, trademarks, know-how, processes, customer lists, personally identifiable information, techniques, trade secrets (whether or not so-defined under applicable law) and other intellectual property and proprietary rights and information (collectively, “Intellectual Property”) created prior to or independent from this Agreement. Use of the Services and any software or materials does not grant any ownership rights in or to the Services, or such materials or services, all of which (and all modifications, improvements or derivatives thereof, whether made by NAW, Client or a third party) shall remain, as between NAW and Client, the exclusive property of NAW. As between NAW and Client, all Client Data is and shall remain the exclusive property of Client.
- b. **License by Client.** Subject to the terms of this Agreement, Client grants NAW a license to use, reproduce, perform, display, publish, adapt, modify, sell, license, sublicense, broadcast, transmit, distribute, exhibit, disseminate or otherwise exploit (“Use”) in, through or by any media, formats or other means now known or developed in the future any Client Intellectual Property to the extent reasonably necessary or required to provide the Services and/or exercise its rights hereunder.
- c. **Work Product.** Unless otherwise expressly set forth in an SOW, NAW will not develop, invent, prepare, create, modify, produce and/or deliver (collectively, “Create”) any work product, creative works, items, materials, and all Intellectual Property embodied therein (“Work Product”) hereunder. In the event that NAW Creates Work Product, as between NAW and Client, NAW shall exclusively own all right, title and interest in and to such Work Product, and Client shall not have any right, title or interest in or to the Work Product and Client’s right to use the Work Product shall be limited to those Uses permitted by this Agreement.



d. Intellectual Property Notices. Client shall not, without NAW's written authorization, remove or alter any of the Intellectual Property notice(s) embedded or displayed in the Services or any Work Product or other materials or documentation provided in connection with the Services.

e. Third-Party Software as Part of Services. The Services may include Client's utilization of certain third party software developed and owned by NAW's third party software licensors. This software is neither sold nor distributed to Client, and Client may use it solely as part of the Services and for no other purpose. Client may not transfer such third-party software outside the Services or to any other person or entity. Except as otherwise provided for in an SOW, NAW and NAW's third-party software licensors are not responsible for providing any support in connection with the Services or the third-party software. Client's use of any such third-party software is governed by the third party software licensor's terms as may be referenced and incorporated into the applicable SOW, and to the extent expressly permitted under the applicable licensor's terms, NAW will pass through any such licensor's warranties to Client. Client covenants to comply with the terms of such third party licensor's terms during the applicable Term as if Client were the licensee.

f. Feedback. All Client (i) suggestions for correction, change or modification to the Services, any software, Work Product, or other NAW Intellectual Property; (ii) evaluations; (iii) benchmark tests; and (iv) other feedback, information and reports on the performance or functionality of the Services, any software, Work Product or other NAW Intellectual Property provided to NAW hereunder (collectively, "**Feedback**"), will be the property of NAW and Client shall and hereby does assign any rights in such Feedback to NAW.

5. Confidentiality.

a. Confidential Information. "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether orally or in writing, 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. Confidential Information of NAW includes the Services and the terms and conditions of this Agreement, the Service Terms, and SOW(s). Confidential Information of each Party includes such Party's trade secrets or confidential information respecting inventions, products, designs, methods, show-how and know-how, techniques, systems, processes, engineering data, software programs, algorithms, formulae, works of authorship, customer and supplier lists and accounts, pricing and costing methods, projects, plans, proposals and non-public financial information. Confidential Information does not include any 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) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party. The Receiving Party will use at least the same degree of care that it uses to protect the confidentiality of its own Confidential Information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who are subject to confidentiality obligations at least as protective of the Confidential Information than those herein. A Party remain responsible for its Representatives' compliance with the confidentiality terms of this Agreement. If a Receiving Party is required by law to disclose any Confidential Information, the Receiving Party shall provide the Disclosing Party with prompt written notice of such request(s) so that the Disclosing Party may either obtain an order or requirement blocking such disclosure, or seek confidential treatment or other protective order for such information, and in the event any Confidential Information is to be disclosed in response to such requirement, the Receiving Party may furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and shall seek confidential treatment for such disclosed information, at the Disclosing Party's expense.

b. Personal Information. "**Personal Information**" mean any information or set of information provided by Client to NAW that identifies, relates to, describes, is reasonably capable of being associated with, or linked to, an identified or identifiable individual, excluding, in all cases, any de-identified or aggregated data.

c. Responsibility. Client acknowledges and agrees that NAW is neither responsible for knowing what type of information may be created, stored, used or managed by Client in connection with the Services nor for knowing or investigating which laws may or may not apply to such information. If any applicable international, state or federal law requires any specific agreement about such information, it is Client's responsibility to notify NAW and, in such event, the Parties will work together in good faith to modify the Agreement as may be required. Unless otherwise expressly set forth in the applicable SOW, in no event shall Client provide NAW any health information, physical and genetic characteristics, information about



beliefs or union memberships, biometric identifiers, and other sensitive information or “special categories” of personal data (as may be described or defined under any applicable law), or identifiers (e.g. account name/password, social security number, national ID, driver’s license, etc.) whether issued by Client, NAW, a governmental authority, or a third party, and Client acknowledges and agrees that NAW’s standard practices are not intended for the processing of the foregoing types of data and information.

6. Data Protection.

a. Information Security. NAW shall implement and maintain reasonable information security practices and appropriate administrative, physical, technical, and organizational safeguards commensurate with the nature of the Personal Information processed by NAW.

b. Data Processing. NAW shall not retain, use, or disclose Personal Information for any other purpose other than for the specific purpose of providing the Services under this Agreement and not for any other purpose (commercial or otherwise), or in any other manner, unless specifically instructed by Client in writing to do so, or unless required to do so by any applicable law to which NAW is subject, in such case, NAW shall inform Client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest. NAW shall not retain, use, or disclose Personal Information outside of the direct business relationship between the Parties, or Sell any Personal Information. “Sell” means to sell, rent, release, disclose, disseminate, make available, transfer, or otherwise communicate orally, in writing, or by electronic or other means to a third party for monetary or other valuable consideration.

7. Representations, Warranties, and Disclaimers.

a. Mutual. Each Party represents, warrants, and covenants that it (i) has full power and authority to enter into this Agreement and perform its obligations hereunder, and the individual signing below is fully authorized to sign this Agreement on the Party’s behalf; (ii) is not a party to any agreement that would prohibit it from entering into this Agreement or performing or receiving the Services hereunder; (iii) it will comply with all applicable laws, ordinances, permits, rules, guidelines and regulations, federal, state and local, in connection with its obligations hereunder; and (iv) it is not named on any U.S. government denied-party list, and will not permit any Representative to access or use any Service in a U.S.-embargoed country or region or in violation of any U.S. export law or regulation.

b. Of Client. Client represents, warrants, and covenants that (i) it will provide reasonable assistance to NAW to the extent reasonably necessary to provide the Services; and (ii) all Client Data was processed and obtained lawfully and does not violate any Intellectual Property, privacy, or other rights of any third party, and Client has the right to make such Client Data available to NAW.

c. Of NAW. NAW represents, warrants, and covenants that any professional Services shall be performed with reasonable diligence and in a professional and workmanlike manner, and in accordance with this Agreement, Service Terms, and the applicable SOW.

d. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NAW MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING OR CUSTOM OF TRADE, IN EACH CASE TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. NAW DOES NOT REPRESENT OR WARRANT, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, THAT THE SERVICES AND ANY WORK PRODUCT, IN WHOLE OR IN PART, WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION, MEET CLIENT’S REQUIREMENTS, BE FREE OF MALICIOUS OR HARMFUL CODE, OR THAT ANY OR ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. NAW MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY THIRD PARTY HARDWARE, SOFTWARE, PRODUCT, OR SERVICE INCLUDED WITH THE SERVICES, AND EACH PARTY DISCLAIMS ALL LIABILITY AND INDEMNIFICATION OBLIGATIONS FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. NAW SHALL HAVE NO LIABILITY, RESPONSIBILITY, OR OBLIGATION TO CORRECT ANY PROBLEM CAUSED BY CLIENT’S NEGLIGENCE, ERROR, WILLFUL MISCONDUCT, FAILURE TO PROVIDE INFORMATION OR SUPPORT TO NAW, CLIENT’S EQUIPMENT MALFUNCTION OR OTHER CAUSES BEYOND THE CONTROL OF NAW. CLIENT ACKNOWLEDGES THAT THERE ARE INHERENT RISKS IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE LOSS OF CLIENT DATA AND PROPERTY, INCLUDING CONFIDENTIAL INFORMATION. NAW



ASSUMES NO LIABILITY FOR ANY DAMAGE, THEFT OR LOSS TO CLIENT'S PROPERTY (INCLUDING, WITHOUT LIMITATION, CLIENT DATA) RESULTING FROM THE ACTS OR OMISSIONS OF ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY UNAUTHORIZED PHYSICAL OR NON-PHYSICAL ACCESS (SUCH AS HACKING), AND NAW HAS NO RESPONSIBILITY FOR BACKING UP OR RESTORING CLIENT DATA, IN EACH CASE EXCEPT TO THE EXTENT SUCH DAMAGE, THEFT OR LOSS RESULTS DIRECTLY FROM NAW'S FAILURE TO PROVIDE THE SAFEGUARDS EXPRESSLY SET FORTH IN THE AGREEMENT.

8. Indemnification.

a. By Client. Client shall defend, indemnify and hold harmless NAW and its affiliates, and its and their respective members, officers, directors, managers, partners, employees, consultants, temporary resources, agents, licensors, and clients, ("**NAW Indemnified Parties**") from and against any and all damages, costs, expenses, liabilities, claims and causes of action, including, without limitation, reasonable attorneys' fees, expenses and costs in the defense and disposition of such matters and in relation to enforcing this indemnification provision (collectively, "**Damages**") arising by reason of, relating to, or based upon: (i) damage to property or bodily injuries to persons (including death) caused by Client or its Representatives, provided, however that indemnification relating to personal injury shall not apply to any claims made by employees of NAW or any Client Indemnified Party that are covered under applicable workers' compensation law; (ii) Use of the Services other than in strict accordance with this Agreement, and the applicable Service Terms and SOW(s); (iii) Client's business or operations; (iv) the Client Data or any processing thereof; (v) any software, deliverables or Services provided in accordance with the directions or instructions of Client; (vi) the installation, maintenance, or operation of Client equipment by Client or its Representatives; (vii) Client's or Client's Representatives' misuse or violation of license terms and/or terms and conditions of use of any third-party provider of hardware, software, or Services; and/or (viii) gross negligence or willful misconduct on the part of Client or its Representatives.

b. By NAW. NAW shall defend, indemnify and hold harmless Client and its affiliates, and its and their respective members, officers, directors, managers, partners, employees, consultants, temporary resources, and agents ("**NAW Indemnified Parties**", together with Client Indemnified Parties, "**Indemnified Parties**") from and against any and all Damages in any way arising by reason of, relating to, or based upon a third party claim to the extent arising from: (i) damage to property or bodily injuries to persons (including death) caused by NAW or its Representatives provided, however that indemnification relating to personal injury shall not apply to any claims made by employees of Client or any NAW indemnified party that are covered under applicable workers' compensation law; (ii) infringement by the Services of any US copyright, patent, trade secret or other intellectual property right; and/or (iii) gross negligence or willful misconduct on the part of NAW or its Representatives, in the case of each of the foregoing, except as caused by Client or otherwise subject to Section 7(a). If any portion of the Services becomes, or in NAW's opinion is likely to become, the subject of a claim of infringement of any third party intellectual property right, then NAW, at its option and expense, may do one of the following: (x) procure for Client the right to continue using such portion of the Services, (y) replace or modify such portion of the Services so that it becomes non-infringing, or (z) terminate the applicable Service(s) or portion(s) thereof, and refund to Client any amounts, if any, prepaid for such portions for the period after the effective date of such termination. The obligation of NAW set forth in the preceding sentence does not apply (1) with respect to portions or components of the Service that are not supplied by NAW, that are made or modified in whole or in part in accordance with Client's specifications, that are modified by Client to the extent the alleged infringement relates to such modification, or that are combined with other products, processes or materials other than by or on behalf of NAW to the extent the infringement relates to such combination; or (2) where Client's use of the Services in violation of this Agreement or the applicable license terms is the cause of such claim. Notwithstanding anything to the contrary set forth elsewhere in the Agreement, Client's sole and exclusive remedies against NAW and the Client Indemnified Parties for intellectual property infringement are as set forth in this paragraph.

c. Procedure. The Indemnified Parties shall reasonably cooperate, at the indemnifying Party's expense, in such defense. The Indemnified Parties shall have the right to participate in the defense of any Damages and to engage counsel, at its own expense, separate from the counsel engaged by the indemnifying Party. Notwithstanding anything herein to the contrary, the indemnifying Party shall not consent to, and no Indemnified Party shall be required to agree to, any settlement, compromise or judgment that (i) the indemnifying Party does not fully pay for; (ii) provides for injunctive or other non-monetary relief affecting any other Indemnified Party or includes any statement or implication of any wrongful or improper act or omission by any Indemnified Party; and (iii) does not include as an unconditional term a release from all liability of each Indemnified Party with respect to such Damages by each third party that has claimed, or has a right to make a claim for, or with respect to any Damages.

9. Limitations of Liability.

a. Special and Consequential Damages. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF DATA, LOST PROFITS, LOST REVENUES OR THE COST OF PURCHASING REPLACEMENT SERVICES, ARISING OUT OF THE PERFORMANCE OR FAILURE TO PERFORM THE SERVICES OR A BREACH OF THIS AGREEMENT OR AN SOW, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING ALL FORMS OF NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE OR OTHERWISE, AND EVEN IF ADVISED OF THE LIKELIHOOD OF SUCH DAMAGES. NAW SHALL NOT BE LIABLE, IN CONTRACT, TORT OR ANY OTHER THEORY FOR: (I) UNAUTHORIZED NONPHYSICAL ACCESS, ALTERATION, THEFT, CORRUPTION OR DESTRUCTION OF OR TO CUSTOMER'S OR ITS CUSTOMERS', END USERS' OR OTHER PARTIES' COMPUTER FILES, DATABASES, NETWORK, TRANSMISSION FACILITIES OR EQUIPMENT, OR (II) THE CONTENT, ACCURACY OR COMPLETENESS OF ANY CLIENT DATA TRANSMITTED THROUGH THE SERVICES.

b. Limitations of Liability. IN NO EVENT SHALL NAW'S TOTAL AGGREGATE LIABILITY, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT (INCLUDING ALL FORMS OF NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, FAILURE OF ESSENTIAL PURPOSE, OR OTHERWISE, FOR ANY AND ALL CLAIMS OR CAUSES OF ACTION FOR DAMAGES, LOSSES, OR COSTS ARISING OUT OF ANY PROVISION OF THIS AGREEMENT OR ANY SOW OR THE SERVICES PROVIDED BY NAW UNDER ANY SOW, EXCEED THE FEES PAID BY CUSTOMER TO NAW FOR THE APPLICABLE SERVICES IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM OR CAUSE OF ACTION.

c. Claims. No action to enforce any claim arising out of or in connection with this Agreement, any SOW, or the Services shall be brought by Client more than one (1) year after the cause of action arose.

10. Miscellaneous.

a. Force Majeure. Except for Client's payment obligations under the Agreement, neither Party shall be liable to the other for any failure or delay in its performance hereunder due to acts of war, acts of God, natural disaster, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet or other similar circumstances beyond a Party's reasonable control provided that the delayed party (i) gives the other Party prompt notice of such cause, to the extent practicable; and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance if reasonably practical.

b. Non-Hire. During the Term and for one (1) year thereafter, Client agrees not to hire or solicit employment of personnel employed or engaged (including consultants) by NAW. Client acknowledges and agrees that it would be impossible to calculate the actual cost of loss and replacement of such individuals, and in the event of violation of this provision by Client, agrees to pay to NAW liquidated damages in an amount equal to twice the gross annual compensation of such individual at NAW.

c. Governing Law; Venue. The laws of the state of New York, without regard to its conflict of laws principles, govern all matters with respect to this Agreement and any and all SOW(s). The Parties hereby agree that any action arising out of this Agreement and/or related SOW shall be brought in the state or federal courts located in New York County, New York, and further irrevocably submit to the exclusive jurisdiction of any such courts and waive any objection that such Party may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court, and further agree not to plead or claim the same.

d. Injunctive or Equitable Relief. Client acknowledges that a breach or threatened breach of this Agreement, including but not limited to the provisions relating to the use, protection, and disclosure of Confidential Information or violation of the non-hire provision, would give rise to irreparable harm to NAW for which monetary damages would not constitute an adequate remedy. Client hereby agrees that, in the event of a breach or threatened breach by Client of this Agreement, NAW shall, in addition to any and all other rights and remedies that may be available in respect of such breach, be entitled to injunctive or other equitable relief from a court of competent jurisdiction without any requirement to post bond. The rights and remedies herein reserved to NAW shall be cumulative and additional to any other or further rights and remedies provided in law or equity.



e. Notices. All notices, requests, demands and other communications hereunder must be in writing and shall be deemed given (i) if delivered personally, on the date given; (ii) if delivered by a courier express delivery service, on the date of delivery; or (iii) if by certified or registered mail, postage prepaid, return receipt requested, three (3) days after mailing, (in each case) to the applicable Party at the addresses set forth in the applicable SOW, or to such other addresses as each may hereafter designate by written notice in the manner foreshadowed given at least fifteen (15) days prior to the effective date of such change. In addition to any notice obligations under this Agreement, Client shall send a copy of all notices to: Net at Work, LLC. Attn: Legal, 575 8th Avenue, New York, NY 10018.

f. Assignment. Client may not assign or delegate any of its duties or obligations under this Agreement without the prior written consent of NAW, not to be unreasonably withheld with respect to any merger, acquisition, restructuring, or similar transaction. Any purported assignment without such consent shall be null and void.

g. Relationship of the Parties. NAW agrees to perform the Services solely as an independent contractor. No employer and employee relationship exists between NAW and Client, either under common law or any statute. This Agreement does not create any actual or apparent agency, partnership or joint venture, franchise or other association between the Parties. Neither Party is authorized to enter into on behalf of or to commit the other to any agreements, and neither Party shall hold itself out as the agent or legal representative of the other.

h. Entire Agreement, Amendment, and Binding Effect. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof and supersedes and replaces all prior or contemporaneous oral and written agreements and understandings, including any previous SOW(s). This Agreement shall not be valid or binding unless and until the applicable SOW is executed by both Parties. Each of the Parties agree to take such further action to execute and deliver such additional documents as may be required to effectuate the purpose and intent of this Agreement. No Client terms or conditions in or attached to any invoice, order form, shipping notice, or other such document shall be effective. No amendment, modification, extension, release, discharge or waiver (“**Modification**”) of any SOW shall impact this Agreement other than with respect to such SOW itself, and any such Modification or any provision hereof shall be valid or binding only to the extent expressly referencing or incorporated into all applicable SOW(s), and in each case in writing and signed by an authorized representative of the Party against which such instrument is sought to be enforced. No course of dealing between the Parties shall be effective to amend or waive any provision of this Agreement or any SOWs. NAW may change, amend, modify or update these Standard Terms or any Service Terms from time to time in its discretion, and any such changes, amendments, modifications or updates shall be effective and binding with respect to any future SOW(s) executed by the Parties.

i. Construction. Captions or headings, as used in this Agreement, are for the convenience of reference only and shall not be deemed or construed as in any way limiting or expanding the language of the provision to which such captions may refer. The words “include,” “includes” and “including” shall be deemed to be followed by “without limitation.” In the event of a conflict between these Standard Terms, Service Terms, or any SOW(s), the order of precedence shall be as follows: the SOW, the specific Service Terms, and last these Standard Terms.

j. Public Announcements/Advertising. During the Term, NAW may list Client as a customer, and use Client’s name and logo(s) in such listing, on its website and in advertising and other promotional literature, without additional consent or approval of Client.

k. Severability. If any term, condition or provision in this Agreement is found by a court of competent jurisdiction to be invalid, unlawful or unenforceable to any extent, then it is the intent of the Parties that such court apply a rule of reasonableness and modify the provision in question so it will remain in effect to the greatest extent permitted by law. In the event a court finds such procedure to be inappropriate, then such invalid term, condition or provision will be severed from the remaining terms, conditions and provisions, which will continue to be valid and enforceable to the fullest extent permitted by law.

l. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute a single instrument, and may be executed by PDF, facsimile, or otherwise.