



Terms of Service

TERMS AND CONDITIONS

Last Updated October 22, 2024

OUR LEGAL TERMS

Subsentio LLC ("Subsentio") operates the website <https://www.subsentio.com/> (the "Site"), as well as any other related products and services that refer or link to these legal terms (the "Legal Terms") (collectively, the "Services").

The following Legal Terms affect your, whether personally or on behalf of an entity ("Client"), access to and use of the Services. Subsentio and Client are referred to herein individually as a "Party" and collectively as the "Parties."

Supplemental terms and conditions or documents that may be posted on the Services from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Legal Terms at any time and for any reason. We will alert you about any changes by updating the "Last updated" date of these Legal Terms, and you waive any right to receive specific notice of each such change. It is your responsibility to periodically review these Legal Terms to stay informed of updates. You will be subject to, and will be deemed to have been made aware of and to have accepted, the changes in any revised Legal Terms by your continued use of the Services after the date such revised Legal Terms are posted.

The Services are intended for users who are at least 18 years old. Persons under the age of 18 are not permitted to use or register for the Services.

We recommend that you print a copy of these Legal Terms for your records.

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1 RELATIONSHIP OF THE PARTIES.

The Parties shall perform their obligations herein as independent contractors. Nothing in these Legal Terms creates an employer/employee relationship. In addition, Client hereby appoints Subsentio and its designated officers, employees, and contractors as Client's limited agent for purposes of providing the Service(s). Client shall remain the ultimate decision-maker on how to comply with its regulatory obligations.

2 PROVISION OF SERVICE.

This Legal Terms and any related statement of work (SOW) establish the terms and conditions under which Subsentio shall provide the Service(s) to Client. In any discrepancy between a SOW and these Legal Terms, the Legal Terms shall control.

3 TERM.

These Legal Terms shall remain in effect while Client uses the Services.

4 WARRANTIES.

Subsentio represents and warrants that: (a) it shall perform the Service(s) in a professional and workmanlike manner according to industry standards; (b) any Solution (as defined in an SOW) shall perform in accordance with its applicable documentation; and (c) Subsentio has the full legal right to serve Client under these Legal Terms. THE LIMITED WARRANTIES HEREIN ARE THE ONLY WARRANTIES APPLICABLE TO THE SERVICE(S). SUBSENTIO EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5 CONFIDENTIALITY.

For purposes of these Legal Terms and any SOW, "Confidential Information" means any information disclosed by a Party ("Disclosing Party") to the other Party ("Recipient") and marked as confidential. Confidential Information is not information that is: (a) generally available to the public; (b) publicly known through no fault of Recipient subsequent to the Disclosing Party's disclosure; (c) received by Recipient from a third party in lawful possession of the information; or (d) independently developed by Recipient without use of Confidential Information. Recipient shall: (a) use the Confidential Information only to perform its obligations under these Legal Terms and any SOW (e.g. due process disclosures in a Subsentio Service) or to facilitate a significant financing, merger or acquisition involving the Recipient; (b) share such Confidential Information only with employees and contractors who have a "need to know" and accept binding confidentiality obligations; and (c) protect the Confidential Information with at least the same degree of confidentiality as Recipient uses for its own information of like importance. The obligations of this section shall survive the termination of the Legal Terms for five (5) years after such termination. In the event of a breach of confidentiality, the non-breaching Party shall be entitled to seek specific performance or other equitable relief in addition to any award of monetary damages. Upon termination of these Legal Terms, Recipient shall, as the Disclosing Party may request, return or destroy the Disclosing Party's Confidential Information.

6 PRIVACY AND SECURITY.

The Parties recognize that pursuant to an SOW Subsentio may process the personal information of subscribers who use Client's communications network, and such personal information may

subsequently be used as evidence in a criminal prosecution or civil litigation. The Parties further recognize that different jurisdictions impose different data protection mandates to safeguard the privacy of such information, and those mandates additionally require processors of such information to take reasonable measures to protect the security of that information. Accordingly, Subsentio shall observe the following privacy and security standards:

- a. Privacy. Subsentio shall process Client's subscriber data in full compliance with the data protection laws prevailing in the jurisdiction covered by the applicable SOW.
- b. Security. Subsentio shall ensure the security of Client's subscriber information in full compliance with the information security standards prevailing in the jurisdiction covered by the applicable SOW.

7 INDEMNIFICATION.

Upon successful completion of any SOW-required test of a Solution (as defined in the SOW), each Party (the "Indemnifying Party") shall defend, indemnify and hold harmless the other Party (the "Indemnified Party") as follows:

- a. Scope of Indemnification. The indemnity herein shall protect against monetary fines from: (i) any regulatory or judicial enforcement action (e.g. for violations of data privacy, cyber security standards, or due process); or (ii) direct monetary damages from any other third-party claims (e.g. for violations of data privacy, cyber security standards, or patent infringement based on the improper design of a Solution by Subsentio or misuse of such Solution by Client); and
- b. Conditions of Indemnification. The indemnity herein shall take effect only if: (i) the given claim results from the Indemnifying Party's negligence, gross negligence, or willful misconduct under the applicable SOW; (ii) the Indemnified Party has complied with its claim-related obligations under the SOW and taken reasonable steps to mitigate the resulting damage; (iii) the claim is not due to technical failures beyond the Indemnifying Party's control (e.g. network elements, communication paths, servers, firewalls, or hardware other than a Subsentio Solution); (iv) the maximum amount of indemnification owed under a given SOW is five hundred thousand dollars (\$500,000); and (v) the indemnity described herein is the sole remedy for the indemnified harm.

8 LIMITATION OF LIABILITY.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES RESULTING FROM ITS PERFORMANCE OR NONPERFORMANCE UNDER THESE LEGAL TERMS OR AN SOW, WHETHER OR NOT ARISING FROM NEGLIGENCE, BREACH OF CONTRACT, VIOLATION OF LAW, OR ANY OTHER THEORY, WHETHER OR NOT FORESEEABLE, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE. EXCEPT FOR CLAIMS SUBJECT TO THE INDEMNIFICATION DUTY DESCRIBED HEREIN, EACH PARTY'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING UNDER THE LEGAL TERMS OR AN SOW SHALL BE LIMITED TO THE SUM OF SERVICE FEES PAID BY CLIENT FOR THE APPLICABLE SERVICE IN THE TWELVE (12) MONTHS PRECEDING THE DATE OF SUCH CLAIM.

9 INSURANCE.

Subsentio shall maintain the following insurance policies: commercial general liability insurance with a limit of two million dollars (\$2 million) per claim; errors and omissions insurance with a limit of four million dollars (\$4 million) per claim; and cyber security insurance, with a limit of four million dollars (\$4 million) per claim.

10 EXPORT COMPLIANCE.

For any SOW that requires Subsentio to ship a Solution (as defined in a SOW) to Client in a non-U.S. country, Subsentio shall obtain any required governmental approval, and the Parties shall cooperate to comply with all applicable export control laws.

11 SERVICE FEES.

In compensation for the Service, Client shall pay Subsentio service fees ("Service Fees" or "Fees"), as shown in each SOW, invoiced in US dollars, as follows:

- a. Client shall pay Subsentio recurring and/or non-recurring fees set forth in each applicable SOW. Subsentio shall commence invoicing immediately after the SOW's Effective Date, and Client shall pay each invoice, including taxes, within thirty (30) calendar days of each invoice date. Interest on any unpaid balance shall accrue at a rate of one and one-half percent (1.50%) per month, or at the maximum rate allowed by law, whichever is less, and Client shall bear any collection costs, including attorney's fees.
- b. Any non-recurring Service Fee shall compensate Subsentio for the initial set-up work required to establish the Service. Such work shall commence when the non-recurring Service Fee is received. The non-recurring Service Fee is non-refundable.
- c. Any recurring Service Fee shall compensate Subsentio for the ongoing activities of the Service. The payment obligation for the recurring Service Fee shall begin on the SOW Effective Date. The recurring Service Fee shall reflect the prorated (if a partial month) fee for the initial month of Service, and thereafter, advance payment for each subsequent month of Service. Subsentio may increase such Fee annually, or as otherwise specified in a SOW, up to a maximum of three percent (3.0%).

12 TERMINATION.

A Party may terminate an SOW upon sixty (60) days prior written notice to the other Party if: (a) it elects not to renew the SOW as of its renewal date; (b) the other Party has materially breached an SOW and failed to cure such breach within thirty (30) days of receiving written notice of the breach; or (c) the other Party enters bankruptcy or insolvency. For purposes of this section, a material breach is a failure by Subsentio to provide the Service described in a given SOW or a failure by Client to timely pay the Service fees set forth in a given SOW. Upon termination of a SOW, Subsentio shall discontinue the affected Service in a commercially reasonable manner, and Client shall, within thirty (30) days, pay the remaining Service Fees owed in the then-current SOW term.

13 MISCELLANEOUS.

- a. Governing Law, Entire Agreement, and Counterparts. These Legal Terms and any SOW shall be governed by the laws of the State of Colorado, without giving effect to principles of conflict of law. These Legal Terms constitutes the entire agreement between the Parties concerning its subject matter and supersedes all prior agreements or understandings relating thereto. These Legal Terms may be executed in multiple counterparts or by electronic signature, each of which shall be deemed an original and all of which together shall constitute the same Legal Terms.
- b. Severability, Waivers, Force Majeure, and Changes in Law. If any provision of these Legal Terms or a SOW is judicially deemed invalid, the remaining provisions shall remain in full force and effect. A waiver of a term in these Legal Terms or a SOW in one or more instances shall not constitute a continuing waiver of such term. A failure of a Party to perform its obligations under

these Legal Terms or a SOW shall be excused to the extent it was caused by circumstances beyond the Party's reasonable control. If an existing or new law in a non-U.S. jurisdiction conflicts with a SOW obligation, the Parties shall cooperatively amend the SOW to comply with such law.

- c. Assignment. Neither Party may assign its rights under these Legal Terms or a SOW without the prior written consent of the other Party unless the assignment furthers a merger, acquisition, or transfer of control of all or substantially all the assignor's assets.

14 TERMS FOR SOWS GOVERNING LI SERVICE.

The following terms shall govern any SOW governing LI Service.

- a. LI Service Description. Subsentio shall provide Client with LI Service, which shall consist of: (a) a technical solution to implement LI Demands served on Client (the "LI Solution"); (b) procedures to process such LI Demands; (c) the review and validation of LI Demands; (d) provisioning the LI Solution in response to valid LI Demands; (e) related coordination with law enforcement agencies ("LEAs"); (f) related invoicing of LEAs; and (g) related compliance advice. Subsentio shall provide the LI Service for purposes of both criminal and national security investigations. The Parties shall implement the LI Service as shown in Exhibit A (Technical Description).
- b. LI Service Activation. Subsentio shall, as soon as possible after the SOW Effective Date, begin establishing the procedures for processing LI Demands on Client's behalf. If Client receives an LI Demand prior to the successful completion of LI Solution testing, Subsentio shall use its best efforts to implement such LI Demand as fully as possible under the circumstances.
- c. LI Service Data Retention. Subsentio shall purge Client's personal subscriber information on a per-LI Demand basis as each LI Demand expires, saving only an anonymized (not linkable to any particular person) remnant of the information for potential future reference. Upon termination of the SOW, Subsentio shall securely purge the anonymized data.
- d. LI Solution Testing.
 - 1. Client acknowledges that: once its network is equipped with an LI Solution the network must be tested for compliance; there is no government-approved test of compliance; and other tests of compliance may reveal the need for Client to modify its network to bring it into compliance. Accordingly, the Parties agree that when they install the LI Solution, they will subject the network to Subsentio's standard compliance test ("Network Test").
 - 2. If the Network Test reveals no major defects, the Parties shall deem Client's network to be compliant. In this event, Subsentio shall send Client a Notice of Network Test Completion and fulfill all its LI Service obligations.
 - 3. If the Network Test reveals one or more major defects, and the defect(s) originates in the LI Solution, Subsentio shall repair or replace it. If the Network Test reveals one or more major defects, and the defect(s) originate in Client's network, Client shall take one of the following remedial steps:
 - i. cure the major defect(s). In this event, Subsentio shall provide technical advice on the nature of the needed cure.
 - ii. enter into a separate professional services agreement with Subsentio to apply for regulatory relief from the Federal Communications Commission (the "FCC"). If the FCC denies such relief, Client may terminate this LI Service agreement without further liability.

- iii. enter into an amendment to this SOW wherein Client authorizes Subsentio to continue the LI Service despite the major defect and releases Subsentio from liability under the indemnification section of the Legal Terms.
- 4. Until Client exhausts its chosen remedy under Section 14.d.3. herein, Subsentio's indemnification obligation set forth in the Legal Terms shall be suspended.
- e. Cost Recovery from Law Enforcement. When Subsentio performs the LI Service in response to an LI Demand, Subsentio may invoice the requesting law enforcement agency on Client's behalf and keep the amounts paid as allowed by law. If Subsentio is ineligible to perform such invoicing itself, Client shall use reasonable efforts to perform the function and transfer the amounts paid to Subsentio.
- f. Cooperation. The Parties agree to cooperate promptly and fully in the set-up and ongoing management of the LI Service, including the installation, configuration, and testing of the LI Service, and cost recovery from law enforcement agencies.
- g. Ownership of Solution. Subsentio shall retain all right, title, and interest in any hardware and/or software technical solution ("Solution") it provides to Client under an SOW. Client shall: (i) maintain such Solution in good working order; (ii) return it to Subsentio within thirty (30) days of termination of the SOW; (iii) ensure it remains operational in Client's network; and (iv) not modify, disable, copy, or reverse-engineer it.

15 TERMS FOR SOWS GOVERNING RP SERVICE.

The following terms shall govern any SOW governing RP Service.

- a. RP Service Description. Subsentio shall provide Client with RP Service, which shall consist of: a) a technical solution, as Subsentio and Client may agree, giving Subsentio manual or automated access to Client's subscriber records; (b) procedures to process RP Demands; (c) review and validation of RP Demands; (d) related coordination with requesting parties; (e) related invoicing of requesting parties as permitted by law; (f) data retention of case records; and (g) related compliance advice. Subsentio shall provide the RP Service for purposes of RP Demands from all types of requesting parties.
- b. RP Service Activation. Subsentio shall, as soon as possible after the SOW Effective Date, begin establishing the procedures to process RP Demands on Client's behalf. If Client receives an RP Demand prior to the successful completion of RP Service set up, Subsentio shall use its best efforts to process the RP Demand on Client's behalf as fully as possible under the circumstances.
- c. RP Service Data Retention. In the course of accessing Client's personal subscriber information, Subsentio shall retain it for a "rolling" two-year period. After each two-year period Subsentio shall return the information to Client in a secure manner and securely purge the copies from Subsentio's automated storage system. Upon termination of the SOW, Subsentio shall similarly return and purge all of Client's remaining personal subscriber data.
- d. Cooperation. The Parties agree to cooperate promptly and fully in the set-up and ongoing management of the RP Service, including the installation, configuration, testing and training.

16 TERMS FOR SOWS GOVERNING DMCA SERVICE.

The following terms shall govern any SOW governing DMCA Service.

- a. DMCA Service Description. The DMCA Service shall consist of the following: a) a technical solution, as Subsentio and Client may agree, giving Subsentio manual or automated access to

Client's subscriber records; (b) procedures for the processing of Notice Claims in compliance with the Digital Millennium Copyright Act; (c) review and validation of Notice Claims; (d) notice to applicable subscribers of alleged copyright infringement; (f) data retention of case records; and (g) tracking of Notice Claims for purposes of subscriber copyright infringement mitigation.

- b. DMCA Service Activation. Subsentio shall, as soon as possible after the SOW Effective Date, begin establishing the procedures to process Notice Claims on Client's behalf. If Client receives a Notice Claim prior to the successful completion of DMCA Service set up, Subsentio shall use its best efforts to process the Notice Claim on Client's behalf as fully as possible under the circumstances.
- c. DMCA Service Data Retention. In the course of accessing Client's personal subscriber information, Subsentio shall retain it for a "rolling" two-year period. After each two-year period Subsentio shall return the information to Client in a secure manner and securely purge the copies from Subsentio's automated storage system. Upon termination of the SOW, Subsentio shall similarly return and purge all of Client's remaining personal subscriber data.
- d. Cooperation. The Parties agree to cooperate promptly and fully in the set-up and ongoing management of the DMCA Service, including the installation, configuration, testing and training.

17 NOTICES.

Any notice provided under these Legal Terms shall be in writing to the applicable address below and shall be deemed delivered when: (i) hand-delivered; or (ii) delivered by a recognized air courier service.

If to Subsentio: Steve Bock
 CEO & President
 Subsentio, LLC
 5200 DTC Parkway
 Suite 520
 Greenwood Village, CO 80111

With a copy to: Legal Department
 Subsentio, LLC
 14900 Bogle Drive
 Suite 101
 Chantilly, VA 20151