

DUO SERVICES ADDENDUM

This Duo Services Addendum (“Duo Addendum”) is made a part of the Gordon Flesch Company, Inc. Master Agreement No. _____ (“Agreement”) dated _____ by and between Gordon Flesch Company, Inc. d/b/a GFC Consulting or GFC Leasing, hereinafter “GFC” and _____, hereinafter, “Customer” or “you.” All terms used herein and not otherwise defined are to have the meaning as defined in the Agreement.

In the event you purchase Duo Two-Factor Authentication, as described herein, then, in addition to all other terms and conditions of the Agreement, all of which are incorporated herein by reference, you agree to the following:

1. Reseller. You acknowledge and agree that; (a) GFC is a reseller of Duo Two-Factor Authentication Services (“Duo Services”) supplied by Duo Security, Inc. (“Duo”), and (b) as end users of Duo Services, you are required by Duo to agree to one or more license agreement(s) and service related agreements (collectively, the “End User Agreements”), which are available for your review at, <https://www.gflesch.com/terms-and-conditions>, including the Duo Service Terms and Conditions at <https://duo.com/legal/pass-through-terms>. Any default by Duo pursuant to the End User Agreements shall not constitute a default by GFC pursuant to the Agreement. Duo Services shall be included in the definition of “Software” as set forth in the Agreement.

You shall not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such agreements shall be an event of default under your Agreement with GFC. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC with respect to Duo is non-cancellable by you for the full term hereof.

2. Duo Liability and Third Party Beneficiary. You agree that you disclaim any claims of liability against Duo, to the fullest extent permitted by law, for all matters arising out of or related to the Agreement. To the extent you or any third parties using the Duo Service through you, seek redress in connection with this Agreement, you must do so solely against GFC. Duo shall be a third party beneficiary of this Agreement to the extent it applies to Duo Services, and Duo is entitled to enforce the provisions of the Duo Service Terms and Conditions and this Agreement with respect to the Duo Services as though it were a party to this Agreement.

3. Term. The term hereof shall be set forth in the Acceptance Supplement to which this Duo Addendum applies.

4. Performance, Default. You agree that in addition to GFC’s remedies following an event of default, as set forth in the Agreement, GFC may, upon notice to you, cause your use of Duo Services to be terminated. You agree that monetary damages are not a sufficient remedy and will not adequately compensate GFC for your breach of the Agreement, including this Duo Addendum, and that GFC shall be entitled to seek specific performance or other injunctive or equitable relief. You hereby waive

all existing and future claims and offsets against any payments due under the Agreement, and agree to pay all amounts due under the Agreement regardless of any such claim.

5. Status of Duo. In the event Duo enters into or petition for a creditors' arrangement, including but not limited to filing a bankruptcy petition, you shall continue to make all payments and perform pursuant to the Agreement. Upon the expiration or termination of the term for your Duo Services, your retrieval of your data shall be your responsibility and obtained at your sole cost.

6. Integration. The Agreement and this Duo Addendum represent the entirety of the understanding between the parties with respect to its subject matter, and may only be modified by a written instrument signed by the parties hereto. All rights and remedies of GFC herein are in addition to, and not in limitation of, the rights and remedies of GFC under the Agreement. Any conflict between the provisions of this Duo Addendum and any other document or agreement regarding Duo Services, and GFC's and your rights, benefits, and obligations regarding Duo shall be resolved in favor of this Duo Addendum.