

United States Bankruptcy Court, Southern District of New York

Please select applicable Debtor (select only one Debtor per claim form):

- Gawker Media, LLC (Case No. 16-11700)
- Kinja, Kft. (Case No. 16-11718)
- Gawker Media Group, Inc. (Case No. 16-11719)

Official Form 410
Proof of Claim

4/16

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor? NSONE Inc.
Name of the current creditor (the person or entity to be paid for this claim)
 Other names the creditor used with the debtor _____

2. Has this claim been acquired from someone else?
 No
 Yes. From whom? _____

| | | |
|--|---|--|
| 3. Where should notices and payments to the creditor be sent? Federal Rule of Bankruptcy Procedure (FRBP) 2002(g) | Where should notices to the creditor be sent? | Where should payments to the creditor be sent? (if different) |
| | Contact phone <u>8664386766</u> Contact email <u>apullin@ns1.com</u> | Contact phone _____ Contact email _____ |

4. Does this claim amend one already filed?
 No
 Yes. Claim number on court claims registry (if known) _____
 Filed on _____
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?
 No
 Yes. Who made the earlier filing? _____

Part 2: Give Information About the Claim as of the Date the Case Was Filed

6. Do you have any number you use to identify the debtor? No Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 6 4 9

7. How much is the claim? \$ 4,680.00. Does this amount include interest or other charges? No Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as health care information.
DNS service

9. Is all or part of the claim secured? No Yes. The claim is secured by a lien on property.
Nature of property:
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.
 Motor vehicle
 Other. Describe: _____
Basis for perfection: _____
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)
Value of property: \$ _____
Amount of the claim that is secured: \$ _____
Amount of the claim that is unsecured: \$ _____ (The sum of the secured and unsecured amounts should match the amount in line 7.)
Amount necessary to cure any default as of the date of the petition: \$ _____
Annual Interest Rate (when case was filed) _____ %
 Fixed
 Variable

10. Is this claim based on a lease? No Yes. Amount necessary to cure any default as of the date of the petition. \$ 4,680.00

11. Is this claim subject to a right of setoff? No Yes. Identify the property: _____

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

No

Yes. Check one:

| | | |
|---|------------------------------|----------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). | Amount entitled to priority: | \$ _____ |
| <input type="checkbox"/> Up to \$2,850* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). | | \$ _____ |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$12,850*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | | \$ _____ |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). | | \$ _____ |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). | | \$ _____ |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)() that applies. | | \$ _____ |

* Amounts are subject to adjustment on 4/01/19 and every 3 years after that for cases begun on or after the date of adjustment.

13. Is all or part of the claim entitled to administrative priority pursuant to 11 U.S.C. § 503(b)(9)?

No

Yes. Indicate the amount of your claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of such Debtor's business. Attach documentation supporting such claim. \$ _____

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Signature: Aaron Pullin
Aaron Pullin (Aug 23, 2016)

Email: apullin@ns1.com

Signature
 Print the name of the person who is completing and signing this claim:

| | | | |
|---------------|--|-------------|-----------------------|
| Name | Aaron Lloyd Pullin | | |
| | First name | Middle name | Last name |
| Title | Chief Financial Officer | | |
| Company | NSONE Inc. | | |
| | <small>Identify the corporate servicer as the company if the authorized agent is a servicer.</small> | | |
| Address | 16 Beaver Street, 3rd Floor | | |
| | Number | Street | |
| | New York | NY | 10004 |
| | City | State | ZIP Code |
| Contact phone | 8554386766 | | Email apullin@ns1.com |

Attach Supporting Documentation (limited to a single PDF attachment that is less than 5 megabytes in size and under 100 pages):

I have supporting documentation.
(attach below)

I do not have supporting documentation.



PLEASE REVIEW YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTS AND REDACT ACCORDINGLY PRIOR TO UPLOADING THEM. PROOFS OF CLAIM AND ATTACHMENTS ARE PUBLIC DOCUMENTS THAT WILL BE AVAILABLE FOR ANYONE TO VIEW ONLINE.

IMPORTANT NOTE REGARDING REDACTING YOUR PROOF OF CLAIM AND SUPPORTING DOCUMENTATION When you submit a proof of claim and any supporting documentation you must show only the last four digits of any social-security, individual's tax-identification, or financial-account number, only the initials of a minor's name, and only the year of any person's date of birth. If the claim is based on the delivery of health care goods or services, limit the disclosure of the goods or services so as to avoid embarrassment or the disclosure of confidential health care information.

A document has been redacted when the person filing it has masked, edited out, or otherwise deleted, certain information. The responsibility for redacting personal data identifiers (as defined in Federal Rule of Bankruptcy Procedure 9037) rests solely with the party submitting the documentation and their counsel. Prime Clerk and the Clerk of the Court will not review any document for redaction or compliance with this Rule and you hereby release and agree to hold harmless Prime Clerk and the Clerk of the Court from the disclosure of any personal data identifiers included in your submission. In the event Prime Clerk or the Clerk of the Court discover that personal identifier data or information concerning a minor individual has been included in a pleading, Prime Clerk and the Clerk of the Court are authorized, in their sole discretion, to redact all such information from the text of the filing and make an entry indicating the correction.

Instructions for Proof of Claim

These instructions and definitions generally explain the law. In certain circumstances, such as bankruptcy cases that debtors do not file voluntarily, exceptions to these general rules may apply. You should consider obtaining the advice of an attorney, especially if you are unfamiliar with the bankruptcy process and privacy regulations.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both.
18 U.S.C. §§ 152, 157 and 3571.

How to fill out this form

- Fill in all of the information about the claim as of the date the case was filed.
- Fill in the caption at the top of the form.
- If the claim has been acquired from someone else, then state the identity of the last party who owned the claim or was the holder of the claim and who transferred it to you before the initial claim was filed.
- Attach any supporting documents to this form.
Attach redacted copies of any documents that show that the debt exists, a lien secures the debt, or both. (See the definition of *redaction* on the next page.)
Also attach redacted copies of any documents that show perfection of any security interest or any assignments or transfers of the debt. In addition to the documents, a summary may be added. Federal Rule of Bankruptcy Procedure (called “Bankruptcy Rule”) 3001(c) and (d).
- Do not attach original documents because attachments may be destroyed after scanning.
- If the claim is based on delivering health care goods or services, do not disclose confidential health care information. Leave out or redact confidential information both in the claim and in the attached documents.

- A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, individual’s tax identification number, or financial account number, and only the year of any person’s date of birth. See Bankruptcy Rule 9037.
- For a minor child, fill in only the child’s initials and the full name and address of the child’s parent or guardian. For example, write *A.B., a minor child (John Doe, parent, 123 Main St., City, State)*. See Bankruptcy Rule 9037.

Confirmation that the claim has been filed

To receive confirmation that the claim has been filed, enclose a stamped self-addressed envelope and a copy of this form. You may view a list of filed claims in this case by visiting the Claims and Noticing Agent’s website at <http://cases.primeclerk.com/gawker>.

Understand the terms used in this form

Administrative expense: Generally, an expense that arises after a bankruptcy case is filed in connection with operating, liquidating, or distributing the bankruptcy estate.
11 U.S.C. § 503.

Claim: A creditor’s right to receive payment for a debt that the debtor owed on the date the debtor filed for bankruptcy.
11 U.S.C. §101 (5). A claim may be secured or unsecured.

Claim Pursuant to 11 U.S.C. §503(b)(9): A claim arising from the value of any goods received by the Debtor within 20 days before the date of commencement of the above case, in which the goods have been sold to the Debtor in the ordinary course of the Debtor's business. Attach documentation supporting such claim.

Creditor: A person, corporation, or other entity to whom a debtor owes a debt that was incurred on or before the date the debtor filed for bankruptcy. 11 U.S.C. §101 (10).

Debtor: A person, corporation, or other entity who is in bankruptcy. Use the debtor's name and case number as shown in the bankruptcy notice you received. 11 U.S.C. § 101 (13).

Evidence of perfection: Evidence of perfection of a security interest may include documents showing that a security interest has been filed or recorded, such as a mortgage, lien, certificate of title, or financing statement.

Information that is entitled to privacy: A *Proof of Claim* form and any attached documents must show only the last 4 digits of any social security number, an individual's tax identification number, or a financial account number, only the initials of a minor's name, and only the year of any person's date of birth. If a claim is based on delivering health care goods or services, limit the disclosure of the goods or services to avoid embarrassment or disclosure of confidential health care information. You may later be required to give more information if the trustee or someone else in interest objects to the claim.

Priority claim: A claim within a category of unsecured claims that is entitled to priority under 11 U.S.C. §507(a). These claims are paid from the available money or property in a bankruptcy case before other unsecured claims are paid. Common priority unsecured claims include alimony, child support, taxes, and certain unpaid wages.

Proof of claim: A form that shows the amount of debt the debtor owed to a creditor on the date of the bankruptcy filing. The form must be filed in the district where the case is pending.

Redaction of information: Masking, editing out, or deleting certain information to protect privacy. Filers must redact or leave out information entitled to **privacy** on the *Proof of Claim* form and any attached documents.

Secured claim under 11 U.S.C. §506(a): A claim backed by a lien on particular property of the debtor. A claim is secured to the extent that a creditor has the right to be paid from the property before other creditors are paid. The amount of a secured claim usually cannot be more than the value of the particular property on which the creditor has a lien. Any amount owed to a creditor that is more than the value of the property normally may be an unsecured claim. But exceptions exist; for example, see 11 U.S.C. § 1322(b) and the final sentence of 1325(a).

Examples of liens on property include a mortgage on real estate or a security interest in a car. A lien may be voluntarily granted by a debtor or may be obtained through a court proceeding. In some states, a court judgment may be a lien.

Setoff: Occurs when a creditor pays itself with money belonging to the debtor that it is holding, or by canceling a debt it owes to the debtor.

Unsecured claim: A claim that does not meet the requirements of a secured claim. A claim may be unsecured in part to the extent that the amount of the claim is more than the value of the property on which a creditor has a lien.

Offers to purchase a claim

Certain entities purchase claims for an amount that is less than the face value of the claims. These entities may contact creditors offering to purchase their claims. Some written communications from these entities may easily be confused with official court documentation or communications from the debtor. These entities do not represent the bankruptcy court, the bankruptcy trustee, or the debtor. A creditor has no obligation to sell its claim. However, if a creditor decides to sell its claim, any transfer of that claim is subject to Bankruptcy Rule 3001(e), any provisions of the Bankruptcy Code (11 U.S.C. § 101 et seq.) that apply, and any orders of the bankruptcy court that apply.

Please send completed Proof(s) of Claim to:

Gawker Media, LLC Claims Processing Center
c/o Prime Clerk LLC
830 3rd Avenue, 3rd Floor
New York, NY 10022

Do not file these instructions with your form

SERVICE AGREEMENT

This Service Agreement (“Agreement”) is made by and between NSONE, Inc. (“NSONE”) and Gawker Media, LLC. (“Gawker Media, LLC”) and is effective as of 1/26/2016 (“Effective Date”). This Agreement includes any and all Exhibits.

In consideration for the mutual covenants and promises set forth herein, the parties hereby agree as follows:

1. Definitions.

“Customer Data” means any data that is provided by Customer to NSONE (including through the Service) or accessed or processed by NSONE on behalf of Customer.

“NSONE Property” NSONE’s graphics, logos, names, designs, page headers, button icons, scripts, and service names; the software used to provide the Service; the “look” and “feel” of the Service including any user portals (including color combinations, button shapes, layout, design and all other graphical elements); and NSONE’s API definitions and documentation, data integration interfaces and protocols.

“Service” means the service described on **Exhibit A**, as amended from time to time pursuant to Section 10.2.

2. Service.

2.1. Access to Service. NSONE will provide the Service to Customer in accordance with this Agreement, including **Exhibit A**. Subject to the terms of this Agreement, Customer may access and use the Service for its business purposes.

2.2. General Restrictions. Customer will not and will not permit any of its employees or contractors acting on Customer’s behalf to: (a) use the Service in a manner that is inconsistent with the terms of this Agreement; (b) modify, adapt, translate, copy, decompile, disassemble, or reverse engineer any portion of the underlying software to the Service; (c) interfere with or disrupt the operation of the Service, including restricting or inhibiting any other person from using the Service; (d) transmit or make available in connection with the Service any denial of service attack, virus, worm, Trojan horse or other harmful code or activity; (e) attempt to probe, scan or test the vulnerability of a system or network or to breach security or authentication measures relating to the Service; (f) take any action that imposes, or may impose, in NSONE’s reasonable opinion, an unreasonable or disproportionately large load on NSONE’s infrastructure; (g) submit, post or make available false, incomplete or misleading information to the Service, (e) impersonate any other person or business or (f) use the Service to violate any applicable law, regulation or order.

2.3. Service Level Agreement. NSONE shall provide the following limited “Performance Warranty” relating to the Service: DNS entries that are appropriately configured by Customer in the NSONE portal will be able to transmit information 100% of the time, subject to the limitations set forth in this Agreement. NSONE’s liability with respect to a breach of the Performance Warranty shall be limited to providing Customer with a 5% credit of the fees paid by Customer to NSONE for the month in which NSONE breaches the Performance Warranty for every 0.05% of such month during which Customer is unable to transmit information, up to an aggregate of 50% of fees paid by Customer to NSONE for that month. NSONE shall have no liability for Service interruptions, or any period during which the Service is otherwise unavailable beyond the billing credit set forth in this Section 2.3. Customer shall have the right to terminate this Agreement if there are more than two (2) occurrences that trigger a credit pursuant to this Section 2.3 in each of three (3) consecutive calendar months. Such termination will be treated as a termination by Customer pursuant to Section 5.2.

2.4. Suspension of Service. In the event that NSONE believes in good faith that it is necessary to suspend the Service in order to: a) protect Customer Data or Customer's use of the Service from disruption or harm (e.g. virus, unauthorized access by a third party), or b) protect the data of, or use of the Service by other NSONE customers from disruption or harm (e.g. virus, unauthorized access by a third party), NSONE may suspend the Service in such situation in its sole discretion, and will use commercially reasonable efforts to notify Customer before such suspension occurs. In the event such prior notice by NSONE to Customer of the suspension of Service is not commercially feasible, then NSONE shall notify Customer as soon as is commercially practicable, but in no event more than one (1) calendar day after the suspension has occurred. NSONE shall use all commercially reasonable efforts to mitigate the time the Service is suspended. Notwithstanding anything to the contrary herein, Customer shall not be entitled to any refund or credit due to a good faith suspension of Service pursuant to this Section 2.4.

2.5. Implementation and Support. NSONE will provide implementation and support services to Customer relating to the Service as set forth in **Exhibit A** at no additional charge.

3. Representations and Warranties.

3.1. Representations and Warranties. Each party represents and warrants to the other that (a) it has full right and power to enter into and perform under this Agreement, without any third party consents or conflicts with any other agreement; (b) its use or provision, as applicable, of the Service is in compliance with all applicable laws, regulations, and orders, including those relating to privacy and data protection (“Laws”); (c) its use or provision, as applicable, of the Service does not and will not infringe, violate, or misappropriate the intellectual property rights of any third party; (d) there are no pending or threatened claims pertaining to such party’s ability to use or provide the Service or any similar service, or that would prevent such party from fulfilling its obligations under the Agreement.

3.2. Warranty Disclaimer. EXCEPT FOR THE PERFORMANCE WARRANTY SET FORTH IN THIS AGREEMENT AND THE WARRANTIES EXPRESSLY SET FORTH IN SECTION 3.1, EACH PARTY EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4. Payment.

4.1. Fees. Customer agrees to pay the fees set forth on **Exhibit A**. Customer will pay the fees set forth in each invoice issued by NSONE hereunder, less any amounts disputed in good faith, within thirty (30) days of the date of such invoice. All payments shall be made in U.S. dollars in immediately available funds.

4.2. Taxes. The fees hereunder are exclusive of, and Customer shall pay, any sales, use, and other taxes or similar charges based on or arising from the Service, this Agreement, or its performance. Customer shall not be liable for any taxes imposed on NSONE based on NSONE's income.

5. Term and Termination.

5.1. Term. Unless otherwise stated on **Exhibit A**, this Agreement starts on the Effective Date and continues on for a period of one year and will automatically renew for successive one year periods unless cancelled by either party no less than seven (7) days prior to the end of the then current term or otherwise terminated by either party pursuant to Section 5.2.

5.2. Termination. Unless otherwise agreed upon by the parties, either party may terminate this Agreement upon thirty (30) days advance written notice to the other party (a) if the other party breaches any material term of this Agreement, and fails to remedy such breach within thirty (30) days of receiving notice to do so by the non-defaulting party, (b) any proceeding in bankruptcy, receivership, liquidation or insolvency

is commenced against the other party or its property, and the same is not dismissed within thirty (30) days or (c) the other party makes any assignment for the benefit of creditors, becomes insolvent, commits any act of bankruptcy, ceases to do business as a going concern, or seeks any arrangement or compromise with its creditors under any statute or otherwise. Customer shall remain liable for the payment of all fees hereunder until the end of the then-current term, provided, however, in the event that Customer terminates this Agreement due to a breach by NSONE prior to the end of the then-current term in accordance with this Section 5.2, Customer shall remain liable for payment of all fees hereunder until the effective date of termination. Except where an exclusive remedy may be specified, the exercise by either party of any remedy, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise.

5.3. Effect of Termination. Upon any termination or expiration of this Agreement all provisions will survive for a period of two years following termination of this Agreement except Customer's right to access and use the Service which shall terminate immediately.

6. Vendor. NSONE is a vendor of Customer, and not an employee, partner, agent, or joint venture partner. Each of Customer and NSONE are solely responsible and liable for its own income and employment taxes, insurance premiums and employment benefits. No employee of one party is eligible for any benefits (including stock options, health insurance or retirement benefits) provided by the other party to its employees.

7. Customer Data and NSONE Property.

7.1. Use and Protection of Customer Data. NSONE may use Customer Data solely to the extent necessary to provide the Service to Customer and for no other purpose. NSONE will implement and maintain industry best-practice information security policies and processes (including technical, administrative and physical safeguards) that prevent unauthorized access to or use or disclosure of the Service or any Customer Data.

7.2. Rights to Customer Data. Customer owns all right, title, and interest (including all intellectual property rights) in and to the Customer Data.

7.3. NSONE Property. Customer agrees that NSONE owns all right, title and interest (including all intellectual property rights) in and to the NSONE Property. Customer may use NSONE Property solely in connection with the Service.

8. Limitation of Liability. NEITHER PARTY WILL BE LIABLE FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOST PROFITS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCTS LIABILITY, OR OTHERWISE, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT WILL NOT EXCEED THE FEES DUE TO BE PAID BY CUSTOMER TO NSONE UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE UPON WHICH THE FIRST CLAIM AROSE.

9. Indemnification.

9.1. Indemnification by Customer. Customer will indemnify, defend and hold harmless NSONE and its affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party claims, demands, losses, costs, expenses, damages and liabilities (including reasonable attorneys' fees) ("Claims") relating to: (a) Customer's use of the Service in violation of this Agreement and (b) any content hosted by Customer or that Customer requests or engages another party to host for Customer.

9.2. Indemnification by NSONE. NSONE will indemnify, defend and hold harmless Customer and its

affiliates (including its and their respective directors, officers, employees and agents) from and against any and all third party Claims that the Service, in the form provided by NSONE, constitutes a direct infringement or misappropriation of a patent claim, copyright, trademark or trade secret of such third party.

9.3. Indemnification Procedures. The indemnified party will give the indemnifying party prompt written notice of any Claim and will cooperate in relation to the Claim at the indemnifying party's expense. The indemnifying party will have the exclusive right to control and settle any Claim, except that the indemnifying party may not settle a Claim without the indemnified party's prior written consent if the settlement requires the indemnified party to admit any liability or take any action or refrain from taking any action (other than ceasing use of infringing materials). The indemnified party may participate in the defense of any Claim at its expense.

10. General.

10.1. Assignment. Neither party may assign this Agreement without the other party's prior written consent, except that either party without such consent may assign this Agreement to an affiliate or any other entity in connection with a reorganization, merger, consolidation, acquisition, or other restructuring involving all or substantially all of such party's voting securities or assets. Non-permitted assignments are void.

10.2. Amendment to Exhibit A. The parties may mutually agree to amend any of the terms set forth on **Exhibit A** at any time, with such agreement to be evidenced by the parties' signature to the amended **Exhibit A**. Except as specifically provided in the amended **Exhibit A**, the terms of this Agreement shall continue to be in full force and effect.

10.3. Notice. Any notice or consent under this Agreement will be in writing to the addresses specified below.

10.4. Severability. If any provision is found to be unenforceable, it will be given its maximum enforceable effect, or shall be deemed severable from this Agreement and will not affect the validity and enforceability of any remaining provision.

10.5. No Waiver. Waivers must be signed by the waiving party and one waiver will not imply any future waiver.

10.6. Governing Law; Jurisdiction. This Agreement will be deemed to have been made in, and shall be construed pursuant to the laws of, the State of New York without regard to conflicts of laws provisions thereof. Any suit or proceeding arising out of or relating to this Agreement shall be commenced in a state or federal court in New York County, New York, and each party irrevocably submits to the jurisdiction and venue of such courts.

10.7. Non-Exclusive. Nothing herein prohibits NSONE from creating or offering the Services or entering into any similar agreement with any other party.

10.8. Entire Agreement. This Agreement (which includes all Exhibits) is the parties' entire agreement regarding its subject matter and supersedes and cancels all previous agreements and communications (written or oral) relating to its subject matter.

[Signature page follows]

Accepted and agreed to as of the Effective Date by the authorized representative of each party:

NSONE: NSONE, INC.

Signature: DocuSigned by:
Alexander Vayl

Print Name: Alexander Vayl

Print Title: VP Business Development

Principal Address: 16 Beaver Street, Floor 3
New York, New York 10004

Email Address: avayl@ns1.com

Primary Contact: Alexander Vayl

Gawker Media, LLC

Signature: DocuSigned by:
Kanwar Kultar Gill

Print Name: Kanwar Kultar Gill

Print Title: Director, Tech Ops

Principal Address: _____

Email Address: ku1@gawker.com

Primary Contact: Kanwar Kultar Gill

Exhibit A
Service Description, Fees, and Statement of Work

Quote #01262016-GawkerMedia
 (Client # 3649)
 Rendered On: 01/26/2016
 Expiration Date: 01/31/2016
 Sales Person: Anthony Fernando

One-time Setup Charges

| SCID | QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|----------------------------------|------|-----------------------|------------|------------|
| DNS-004 | 5550 | Queries (In Millions) | \$ - | \$ - |
| DNS-004 | 2000 | Records | \$ - | \$ - |
| ONE-TIME SETUP CHARGES, SUBTOTAL | | | | |

Recurring Charges

| SCID | QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL |
|--------------------------|------|-----------------------|------------|-------------|
| DNS-004 | 5550 | Queries (In Millions) | \$ - | \$ 2,400.00 |
| DNS-004 | 2000 | Records | \$ - | \$ - |
| RECURRING FEES, SUBTOTAL | | | | \$ 2,400.00 |

DUE UPON SIGNING
 FIRST PERIOD + SETUP \$ 2,400.00

Notes:

1. Amendment to Quote #11232015-GawkerMedia, contract to begin billing on May 1, 2016 for 8 months at a rate of \$3,600.00/month whereupon the contract will revert to billing at \$2,400.00 and renew on a annual term.
2. Overages for DNS queries and DNS records billed per standard rates (as defined on page 2 of this quote)
3. All pricing in USD
4. Committed service is billed for in advance
5. Overages to be calculated and billed in arrears on a monthly basis
6. To avoid automatic renewal & billing please request cancellation at least 7 business days prior to renewal date

Quote #01262016-GawkerMedia
(Client # 3649)
Rendered On: 01/26/2016
Expiration Date: 01/31/2016
Sales Person: Anthony Fernando

Service Details & Overages

DNS Overages: **All Queries:** \$2.00/Million

Health Monitoring: **Monitoring Jobs:** 100
 Frequency: 30 seconds
 Monitoring Zones: 3

Support Included: Email Support + Telephone + 24/7 Emergency Support

Other:

Electronic Proof of Claim

Adobe Sign Document History

08/23/2016

| | |
|-----------------|--|
| Created: | 08/23/2016 |
| By: | Prime Clerk (epoc@primeclerk.com) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAAGh7fYGkMyhp0reoaosgSClq5-jiOqYuo |

"Electronic Proof of Claim" History

- Widget created by Prime Clerk (epoc@primeclerk.com)
08/23/2016 - 3:15:20 PM EDT
- Widget filled in by Aaron Pullin (apullin@ns1.com)
08/23/2016 - 3:28:06 PM EDT- IP address: 159.203.234.133
- Aaron Pullin (apullin@ns1.com) uploaded the following supporting documents:
 - Attachment
08/23/2016 - 3:28:08 PM EDT
- (User email address provided through API User-Agent: Mozilla/5.0 (Windows NT 10.0; WOW64) AppleWebKit/537.36 (KHTML, like Gecko) Chrome/52.0.2743.116 Safari/537.36)
08/23/2016 - 3:28:08 PM EDT- IP address: 159.203.234.133
- Signed document emailed to Prime Clerk (epoc@primeclerk.com) and Aaron Pullin (apullin@ns1.com)
08/23/2016 - 3:28:08 PM EDT