ASSURANCE OF VOLUNTARY COMPLIANCE

This Assurance of Voluntary Compliance ("Assurance") is entered into by the Attorneys General of Connecticut[1], Indiana, Kentucky, Michigan, New Jersey, New York, and Oregon (collectively, the "Attorneys General") and Residual Pumpkin Entity, LLC (formerly known as CafePress LLC and, hereinafter, "CafePress") to resolve the investigation by the Attorneys General into the data security incident announced by CafePress on or about September 5, 2019, which involved a breach of a CafePress database containing 22 million customer accounts associated with its website cafepress.com (the "2019 Data Breach" or "Breach").[2]

In consideration of their mutual agreement to the terms of this Assurance, and such other consideration as described herein, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

I. FINDINGS[3]

1. On or before February 19, 2019, an unidentified attacker obtained customer information, without authorization, that was contained in a CafePress database. The attacker obtained names, email addresses, passwords, physical addresses, phone numbers, and in some cases, the last four digits of credit card numbers and expiration dates as well as full Social Security or tax identification numbers. In total, approximately 22 million accounts were affected, including

[1] The Connecticut Attorney General is acting on his own behalf and as authorized by the Commissioner of the Department of Consumer Protection.

[2] PlanetArt, LLC ("PlanetArt") purchased substantially all of the assets of CafePress LLC over a year after the events set forth in the Findings in Section I of this Assurance occurred. As part of the transaction, CafePress LLC changed its name to Residual Pumpkin Entity, LLC. While its data security was not implicated, PlanetArt has agreed to comply with certain of the provisions herein, as described below.

[3] As noted in paragraph 38 of this Assurance, CafePress does not admit or concede any factual finding or conclusion herein.

inactive and closed accounts.[4] Of the affected accounts, 186,179 accounts involved Social Security or tax identification numbers collected from sellers for tax purposes. At the time, CafePress did not detect the breach.

2. On March 13, 2019, a third-party security researcher informed CafePress of a SQL injection vulnerability. The researcher demonstrated the vulnerability in real time using a custom script and listed information he had extracted for 19 accounts in CafePress' customer database, which included email addresses, passwords, and, for eight accounts, Social Security or tax identification numbers.

3. Upon learning of the SQL injection vulnerability, CafePress reviewed database and webserver logs dating back two weeks and did not find evidence of a breach. Nonetheless, on March 13, 2019, CafePress issued a patch to remediate the vulnerability, and, on March 14, 2019, CafePress introduced parameterization to its SQL query code. On April 4, 2019, CafePress reset the passwords of all CafePress customer accounts, requiring all users who accessed their account on or after April 4, 2019 to set a new password upon login.

4. Shortly after the password reset, a foreign jurisdiction contacted CafePress about an investigation of one of its citizens who appeared to have accessed CafePress' network without authorization and exfiltrated customer usernames and passwords. CafePress ran a sample of the allegedly exfiltrated credentials against its customer database and determined that the credentials did not permit access to any customer account.

[4] At the time of the 2019 Data Breach, a seller account was considered "inactive" if the account holder had not logged in to the account in the preceding twelve months. An account was considered "closed" if the account holder, whether a seller or non-seller, had taken affirmative steps to delete the account by selecting "Close Account" under his or her user settings. In either scenario, the account holder's username and password would be no longer valid on the CafePress website.

5. On July 13, 2019, CafePress customer information was posted for sale on WeLeakInfo, a site where hackers sell information acquired from a breach. The FBI recently seized this site, and it is no longer active.

6. On August 4, 2019, the website Have I Been Pwned, a site that allows individuals to check whether their personal information has been compromised, added the email addresses associated with the accounts exposed in the 2019 Data Breach to its website and notified those users of the Breach.

7. At this point, close to six months after the intrusion, and close to five months after its first indication of the vulnerability, CafePress conducted a full investigation into whether its user database had been breached. During this investigation, CafePress determined that its users' personal information was available for sale on the dark web.

8. Starting on September 4, 2019, CafePress notified by letter affected customers whose Social Security or tax identification numbers had been exposed in the Breach. Starting on September 5, 2019, on a rolling basis, CafePress notified by email customers whose personal information other than Social Security or tax identification numbers had been exposed. Additionally, from September 5, 2019 to October 12, 2019, CafePress posted a notice of the Breach via a banner at the top of its homepage.

9. CafePress provided two years of credit monitoring and theft resolution services at no charge to those whose Social Security and/or tax identification numbers were potentially affected by the incident via Experian's IdentityWorks product. That product includes up to $1 million in identity theft insurance and is underwritten by insurance company subsidiaries or affiliates of AIG.

10. In a transaction that closed on August 31, 2020, PlanetArt purchased substantially all of the assets of CafePress. While the purchase occurred over a year after the events set forth in the Findings in Section I of this Assurance occurred, and its data security was not implicated, PlanetArt has agreed to comply with certain of the provisions herein, as described below.

II. ASSURANCES[5]

11. For the purposes of this Assurance, the following definitions shall apply:

A. "Customer" shall mean any individual who initiates a purchase of or purchases goods or services from CafePress or any individual who otherwise provides Personal Information to CafePress in connection with an authorized transaction utilizing a CafePress website, including selling merchandise on the website.

B. "Consumer Protection Acts" shall mean the statutes listed in Appendix A.

C. "Effective Date" shall be December 11, 2020.

D. "Personal Information" shall mean the following data elements:

i. An individual's first name or first initial and last name in combination with any one or more of the following data elements that relate to such individual: (a) Social Security number; (b) driver's license number; (c) state or federal issued identification number, including passport number, tax identification number, and military identification number; and (d) financial account number or credit or debit card number in combination

[5] Neither PlanetArt nor CafePress will be liable under this Assurance for the actions or omissions of the other. Having sold substantially all of its assets to PlanetArt, CafePress, as a non-operating company that does not collect, maintain, or use Personal Information, shall not be responsible for complying with the Assurances in Section II so long as it continues not to collect, maintain, or use Personal Information.

with any required security code, access code, or password that would permit access to the individual's financial account;

ii. Any biometric information, meaning data generated by electronic measurements of an individual's unique physical characteristics, such as a fingerprint, voice print, retina or iris image, or other unique physical characteristics or digital representation thereof; or

iii. A username or e-mail address in combination with a password or security question and answer that would permit access to an individual's online account.

E. "Personal Information Protection Acts" shall mean the statutes listed in Appendix A.

F. "Security Breach Notification Acts" shall mean the statutes listed in Appendix A.

G. "CafePress" shall mean Residual Pumpkin Entity, LLC, the company formerly known as CafePress LLC, and its affiliates, subsidiaries, divisions, successors, assigns and any subsequent purchaser of CafePress or substantially all of its tangible and intangible assets, doing business in the United States.

H. "Security Event" shall mean any compromise that results in unauthorized access to or acquisition of Personal Information owned, licensed, or maintained by CafePress.

GENERAL COMPLIANCE

12. CafePress shall comply with the Consumer Protection Acts and Personal Information Protection Acts in connection with its collection, use, and maintenance of Personal Information, and shall maintain reasonable security policies and procedures designed to safeguard Personal Information from unauthorized use or disclosure.

13. CafePress shall not misrepresent the extent to which CafePress maintains and protects the privacy, security, confidentiality, or integrity of Personal Information collected from or about Customers.

14. CafePress shall comply with the reporting and notification requirements set forth in the Security Breach Notification Acts.

INFORMATION SECURITY PROGRAM

15. CafePress shall develop, implement, and maintain a written information security program ("Information Security Program") that is reasonably designed and enabled to protect the security, integrity, and confidentiality of Personal Information that CafePress collects, stores, transmits, and/or maintains. The Information Security Program shall, at a minimum, include the information security requirements set forth in this Assurance.

16. The Information Security Program shall comply with any applicable requirements under the Consumer Protection Acts, the Personal Information Protection Acts, and the Security Breach Notification Acts and shall contain reasonable administrative, technical, and physical safeguards appropriate to: (i) the size and complexity of CafePress' operations; (ii) the nature and scope of CafePress' activities; and (iii) the sensitivity of the Personal Information that CafePress collects, stores, transmits, and/or maintains.

17. CafePress shall review the Information Security Program not less than annually and make any updates necessary to ensure the reasonable protection of the security, integrity, and confidentiality of Personal Information that CafePress collects, stores, transmits, and/or maintains.

18. CafePress shall appoint a qualified employee responsible for implementing, maintaining, and monitoring the Information Security Program with the credentials, background, and expertise in information security appropriate to the level, size, and complexity of her/his role in implementing, maintaining, and monitoring the Information Security Program. The appointed individual shall report regularly to the Chief Executive Officer concerning CafePress' security posture, the security risks faced by CafePress, and the Information Security Program.

19. CafePress shall provide notice of the requirements of this Assurance to its management-level employees responsible for implementing, maintaining, or monitoring the Information Security Program, and shall implement training on the requirements of the Personal Information Protection Acts and the Security Breach Notification Acts. CafePress shall provide the training required under this paragraph to such employees within thirty (30) days of the Effective Date of this Assurance or prior to their responsibilities for implementing, maintaining, or monitoring the Information Security Program.

INCIDENT RESPONSE AND DATA BREACH NOTIFICATION PLAN

20. Within sixty (60) days of the Effective Date of this Assurance, CafePress shall develop, implement, and maintain a written incident response and data breach notification plan. The plan shall identify and describe the following phases: (i) Preparation; (ii) Detection and Analysis; (iii) Containment; (iv) Eradication; and (v) Recovery.

21. The plan shall require that CafePress investigate data security incidents that are reasonably suspected to be a Security Event. CafePress shall maintain documentation sufficient to show the investigative and responsive actions taken in connection with a Security Event and the determination as to whether notification is required. CafePress shall also assess whether there are reasonably feasible training or technical measures, in addition to those already in place, that would materially decrease the risk of the same type of Security Event reoccurring.

22. If CafePress determines that a Security Event does not require reporting under the Data Breach Notification Acts, CafePress shall create a report that includes a description of the Security Event and CafePress' response to that Security Event ("Security Event Report"). CafePress shall make the Security Event Report available to the Attorneys General upon request.

PERSONAL INFORMATION SAFEGUARDS AND CONTROLS

23. Encryption: CafePress shall encrypt Social Security numbers that it collects, stores, transmits and/or maintains, whether stored within the CafePress computer network, or transmitted electronically within or outside the network, using a reasonable encryption algorithm.

24. Segmentation: CafePress shall segment Social Security numbers from any internet-facing application or portal, using a system designed to make Social Security numbers inaccessible from such internet-facing application or portal. If a Social Security number must be accessible from an internet-facing application or portal for a legitimate and necessary business function, CafePress shall employ tokenization in a reasonable manner to minimize any associated risk.

25. Penetration Testing: CafePress shall develop, implement, and maintain a penetration-testing program designed to identify, assess, and remediate security vulnerabilities within the CafePress computer network. This program shall include regular penetration testing,

risk-based vulnerability ratings, and vulnerability remediation practices that are consistent with industry standards.

26. Risk Assessment: CafePress shall develop, implement, and maintain, in conjunction with its penetration-testing program, a corresponding risk-assessment program designed to identify and assess quantitative risks to the CafePress computer network.

27. Password Management: CafePress shall implement and maintain reasonable password policies and procedures that requires the use of complex passwords and other measures that guard against unauthorized access, including, without limitation, hashing stored passwords using a reasonable hashing algorithm and salt.

28. Logging and Monitoring: CafePress shall maintain an appropriate system designed to collect and monitor network activity, such as through the use of security and event management tools, as well as appropriate policies and procedures designed to properly configure such tools to report anomalous activity. Logs for network activity should be actively accessible for a period of at least 90 days and stored for at least one year from the date the activity was logged.

29. Personal Information Deletion: CafePress shall permanently delete Customer Personal Information when there is no business purpose to retain it.

30. Account closure notification: If a Customer elects to close his or her account and it does not result in the deletion by CafePress of the customer's Personal Information, CafePress shall prominently disclose to the Customer that CafePress will continue to retain the Customer's Personal Information after account closure and provide functionality for the Customer to delete the account and all of the Customer's Personal Information. CafePress will disclose any

exceptions to this deletion policy, and will identify the categories of information that will be retained and the retention period.

INFORMATION SECURITY PROGRAM ASSESSMENTS

31. Within one (1) year of the Effective Date and biennially for five (5) years thereafter, CafePress shall obtain assessments of its Information Security Program. The assessments shall be performed by a qualified and independent third party that has at least five (5) years of experience evaluating the effectiveness of computer systems or information system security. The assessments shall set forth the administrative, technical, and physical safeguards maintained by CafePress and explain whether the safeguards are appropriate to CafePress' size and complexity, the nature and scope of CafePress' activities, and the sensitivity of Personal Information that CafePress collects, stores, transmits, and/or maintains, thereby meeting the requirements of the Information Security Program.

III. PAYMENT TO THE STATES

32. CafePress shall pay Two Million Dollars ($2,000,000) to the Attorneys General, One Million Two Hundred Fifty Thousand ($1,250,000) of which shall be suspended. The State's agreement to suspend One Million Two Hundred Fifty Thousand Dollars ($1,250,000) is expressly premised upon the truthfulness, accuracy, and completeness of CafePress's financial statement submitted to the States. The suspended payment will be immediately due, plus interest computed from the Effective Date, as per the Rules of Court Procedure of the State of New York, if, upon motion, a court finds that CafePress materially misstated its financial condition.

33. Said payments shall be divided and paid by CafePress directly to each of the Attorneys General in an amount designated by the Attorneys General and communicated to

CafePress by the New York State Attorney General's office. Each of the Attorneys General agrees that the New York State Attorney General's office has the authority to communicate the designated amount to be paid by CafePress to each Attorney General and to provide CafePress with instructions for the payments to be distributed under this Paragraph. Payment shall be made no later than thirty (30) days after the Effective Date of this Assurance and receipt of such payment instructions from the New York State Attorney General's office, except that where state law requires judicial or other approval of the Assurance, payment shall be made no later than thirty (30) days after notice from the relevant Attorney General that such final approval for the Assurance has been secured. Said payments shall be used by the Attorneys General for such purposes that may include, but are not limited to, being placed in, or applied to, any consumer protection law enforcement fund, including future consumer protection or privacy enforcement, consumer education, litigation or local consumer aid fund or revolving fund, used to defray costs of the inquiry leading hereto, or for attorneys' fees and other costs of investigation, or for other uses permitted by state law, at the sole discretion of the Attorneys General.

IV. RELEASE

34. Following full payment of the amounts due under this Assurance, the Attorneys General shall hereby release and discharge CafePress from any and all civil, regulatory and administrative proceedings, claims and causes of action that the Attorneys General could have brought under the Consumer Protection Acts, the Personal Information Protection Acts, and the Security Breach Notification Acts based on CafePress' conduct related to the 2019 Data Breach. Nothing contained in this paragraph shall be construed to limit the ability of the Attorneys General to enforce the obligations that CafePress has under this Assurance. Further, nothing in this

Assurance shall be construed to create, waive, limit, settle, release, or resolve any private right of action, including such private causes of action, claims, or remedies that could be brought under the statutes listed in Appendix A.

V. PRESERVATION OF AUTHORITY

35. Nothing in this Assurance shall be construed to limit the authority or ability of an Attorney General to protect the interests of his/her State or the people of his/her State. This Assurance shall not bar the Attorney General or any other governmental entity from enforcing laws, regulations, or rules against CafePress for conduct subsequent to or otherwise not covered by this Assurance. Further, nothing in this Assurance shall be construed to limit the ability of an Attorney General to enforce the obligations that CafePress has under this Assurance.

VI. GENERAL PROVISIONS

36. This Assurance may be enforced only by the parties hereto. Nothing in this Assurance shall provide any rights or permit any person or entity not a party hereto, including any state or attorney general not a party hereto, to enforce any provision of this Assurance.

37. The settlement negotiations resulting in this Assurance have been undertaken by the parties in good faith and for settlement purposes only, and no evidence of negotiations or communications underlying this Assurance shall be offered or received in evidence in any action or proceeding for any purpose. Neither is it the intent of the parties that this Assurance nor any public discussion, statement, or comment with respect to this Assurance by the parties be offered or received in evidence in any action or proceeding for any purpose other than in an action or proceeding between the parties arising under this Assurance.

38. This Assurance (including without limitation any and all legal and factual statements herein) is not intended to be and shall not in any event be construed or deemed to be, or represented or caused to be represented as, an admission or concession or evidence of any liability or wrongdoing whatsoever on the part of CafePress or of any fact or violation of any law, rule, or regulation. This Assurance is made without trial or adjudication of any alleged issue of fact or law and without any finding of liability of any kind.

39. This Assurance shall not be construed or used as a waiver or any limitation of any defense otherwise available to CafePress in any pending or future legal or administrative action or proceeding relating to its conduct prior to the Effective Date of this Assurance or of CafePress' right to defend itself from, or make any arguments in, any individual or class claims or suits relating to the existence, subject matter, or terms of this Assurance. Nothing in this paragraph affects CafePress' (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the Attorneys General are not a party.

40. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by CafePress.

41. The parties understand and agree that this Assurance shall not be construed as an approval or a sanction by the Attorneys General of CafePress' business practices, nor shall CafePress represent that this Assurance constitutes an approval or sanction of its business practices. The parties further understand and agree that any failure by the Attorneys General to take any action in response to any information submitted pursuant to this Assurance shall not be construed as an approval or sanction of any representations, acts, or practices indicated by such information, nor shall it preclude action thereon at a later date.

42. Nothing in this Assurance shall be construed as relieving CafePress of the obligation to comply with all applicable state and federal laws, regulations, and rules, nor shall any of the provisions of this Assurance be deemed to be permission to engage in any acts or practices prohibited by such laws, regulations, and rules. As to each individual signatory State, this Assurance shall be governed by the laws of that State without regard to any conflict of laws principles. CafePress shall deliver a copy of this Assurance to, or otherwise fully apprise, each of its current officers within ninety (90) days of the Effective Date. CafePress shall deliver a copy of this Assurance to, or otherwise fully apprise, any new officers within ninety (90) days from which such person assumes his/her position with CafePress.

43. In states where statute requires that this Assurance be filed with and/or approved by a court, CafePress consents to the filing of this Assurance and to its approval by a court and authorizes the Attorneys General in such states to represent that CafePress does not object to the request that the court approve the Assurance. CafePress further consents to be subject to the jurisdiction of such courts (if legally required) for the exclusive purposes of having such courts approve or enforce this Assurance. To the extent that there are any court costs associated with the filing of this Assurance (if legally required), CafePress agrees to pay such costs.

44. This Assurance may be executed by any number of counterparts and by different signatories on separate counterparts, each of which shall constitute an original counterpart thereof and all of which together shall constitute one and the same document. One or more counterparts of this Assurance may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart thereof.

45. CafePress represents that the undersigned representative is authorized to enter into and execute this Assurance on behalf of CafePress and further agrees that the undersigned representative will execute and deliver all authorizations, documents, and instruments which are necessary to carry out the terms and conditions of this Assurance.

46. CafePress agrees that this Assurance does not entitle it to seek or to obtain attorneys' fees as a prevailing party under any statute, regulation, or rule, and CafePress further waives any right to attorneys' fees related to this Assurance that may arise under such statute, regulation, or rule.

47. This Assurance shall not be construed to waive any claims of sovereign immunity the States may have in any action or proceeding.

VII. SEVERABILITY

48. If any clause, provision, or section of this Assurance shall, for any reason, be held illegal, invalid, or unenforceable, such illegality, invalidity, or unenforceability shall not affect any other clause, provision, or section of this Assurance, and this Assurance shall be construed and enforced as if such illegal, invalid, or unenforceable clause, section, or provision had not been contained herein.

VIII. NOTICE/DELIVERY OF DOCUMENTS

49. Whenever CafePress shall provide notice to the Attorneys General under this Assurance, that requirement shall be satisfied by sending notice to the Designated Contacts on behalf of the Attorneys General listed in Appendix B. Any notices or other documents sent to the other parties pursuant to this Assurance shall be sent to the signatories below:

Residual Pumpkin Entity, LLC (formerly known as CafePress LLC)

By: DocuSigned by: Jason Sebring 46E40AE0DE17455... Date: 12/11/2020

Jason Sebring
President
11909 Shelbyville Rd., Louisville, KY 40243
As Duly Authorized Representative of Residual Pumpkin Entity, LLC

Any notices or other documents sent to CafePress pursuant to this Assurance shall be sent to the following address: CafePress, ATTN: President, 11909 Shelbyville Rd., Louisville, KY 40243, with a copy to the same at 2800 Bridge Parkway, Redwood City, CA 94065.

The parties hereto recognize that PlanetArt, as the purchaser of substantially all of CafePress's tangible and intangible assets over a year after the events set forth in the Findings in Section I of this Assurance occurred, was at no fault in connection with the Breach. Nonetheless, PlanetArt consents and agrees to materially comply with the obligations set forth in Paragraphs 15 through 31 and 34 through 49 of the Assurance for a period of five (5) years from the Effective Date of this Assurance, unless an obligation expressly expires at an earlier date pursuant to the terms of this Assurance:

PlanetArt, LLC

By: DocuSigned by: 128B87E5B65B460... Date: 12/11/2020

Gary Gonzalez
Chief Technology Officer
23801 Calabasas Road, Calabasas, CA 91302

The State of New York
Attorney General, the State of New York

By: Clark Russell

Clark P. Russell
Deputy Bureau Chief
Bureau of Internet and Technology
New York State Office of the Attorney General
28 Liberty Street, New York, NY 10005

Date: 12/17/2020

APPENDICES