

Validity, Inc. Master Services Agreement

BY CLICKING “CONFIRM PURCHASE”, ACCEPTING AN ORDER FORM, OR BY ACCESSING, DOWNLOADING, INSTALLING OR OTHERWISE USING ANY OF THE SOFTWARE OR SERVICES (“SUBSCRIBED OFFERINGS”), YOU AGREE TO BE BOUND BY THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT ACCESS, DOWNLOAD, INSTALL, OR OTHERWISE USE ANY OF THE SUBSCRIBED OFFERINGS.

This Master Services Agreement (“Agreement”), together with any order form(s), annexes, schedules, exhibits, and any documentation provided by Validity from time to time (collectively, “Documentation”), is an agreement between you (“Customer”) and Validity, Inc. (“Validity”) for the Validity Subscribed Offerings ordered by Customer pursuant to any order form(s) for the number of designated users ordered by Customer pursuant to any order form(s) (the “Users”). The provisions of this Agreement are as follows:

1. License Grant

(a) Validity hereby grants to Customer a non-exclusive and non-transferrable license for use of the Subscribed Offerings solely for the internal business purposes of Customer. Subscribed Offerings shall also include any upgrades, modified versions, bug fixes or updates of the Subscribed Offerings provided by Validity. Customer may make a reasonable quantity of copies of the Documentation for use only in connection with Customer’s operation of the Subscribed Offerings, provided that all such copies retain Validity’s trademark, copyright and other proprietary legends and logos.

(b) Customer will comply with all applicable laws and regulations in connection with Customer’s use of the Subscribed Offerings. Customer will not use the Subscribed Offerings to post or transmit any illegal material, including, without limitation, any transmissions that would constitute a criminal offense, give rise to civil liability, or otherwise violate any local, state, national or international law or regulation. In particular, Customer shall not:

(i) Provide, rent, lease, lend, use for timesharing, application service provider or service bureau purposes, or otherwise use or allow others to use the Subscribed Offerings for their own benefit or for the benefit of third parties;

(ii) Modify, adapt, translate, incorporate into or with other software, or create a derivative work or an improvement of, any part of the Subscribed Offerings;

(iii) Disclose the results of any benchmarking of the Subscribed Offerings, or use such results for its own competing software development activities;

(iv) Copy, reproduce or duplicate the Subscribed Offerings, by any means or in any manner, except for backup purposes;

(v) Decompile, disassemble, reverse engineer or attempt to reconstruct, identify or discover any source code, underlying ideas, underlying user interface techniques or algorithms of the Subscribed Offerings by any means whatever;

(vi) Transmit or post chain letters or pyramid schemes, or undertake other acts that involve deceptive online marketing practices or fraud;

(vii) Affect the quality of other users' experience;

(viii) Undertake actual or attempted unauthorized use or sabotage of any computers, machines or networks or introduce malicious programs into the Subscribed Offerings;

(ix) Engage in any monitoring or interception of data not intended for Customer;

(x) Attempt to circumvent authentication or security of any host, network or account;

(xi) Use any method, software or program designed to collect identity information, authentication credentials, or other information;

(xii) Transmit or receive, upload, use or reuse material that (A) is abusive, indecent, defamatory, harassing, obscene or menacing, or a breach of confidence, privacy or similar third party rights, (B) violates any intellectual property rights of a third party, including, without limitation, patents, trademarks, trade secrets or copyrights, (C) Customer does not have a right to transmit under any law or under contractual or fiduciary relationships (such as inside information, proprietary and confidential information learned or disclosed as part of employment relationships or under nondisclosure agreements), or (D) Customer has not collected directly from live

web forms or other opt-in collection mechanisms directly related to Customer's business;
or

(xiii) Falsify user identification information or impersonate any person or entity.

(c) Customer is responsible and liable for all uses of the Subscribed Offerings and Documentation through access thereto by Customer, directly or indirectly. Specifically, and without limiting the generality of the foregoing, Customer is responsible and liable for all actions and failures to take required actions with respect to the Subscribed Offerings and Documentation by its authorized Users or by any other person to whom Customer or an authorized User may provide access to or use of the Subscribed Offerings or Documentation, whether such access or use is permitted by or in violation of this Agreement. Customer shall defend, indemnify, and hold harmless Validity from and against any claims, loss, liability, or damages (including reasonable attorneys' fees) arising from Customer's use of the Subscribed Offerings.

(d) Notwithstanding the foregoing, Customer may configure or modify those support files that are provided by Validity and are not compiled or encrypted, and such configured or modified files can be copied and distributed by Customer.

(e) Customer will create a password and account. Customer is responsible for maintaining the confidentiality of the password and account and is fully responsible for all activities that occur under its account, including, without limitation, all actions by sub-users registered under its account. In addition, Customer is solely responsible to review the instructions and user policies provided in conjunction with the Subscribed Offerings and bears all responsibility for using the Subscribed Offerings correctly in accordance with such instructions and user policies. Customer will (i) immediately notify Validity of any unauthorized access to or use of its password or account or any other breach of security; and (ii) ensure that Customer exits (logs off) from its account at the end of each session. For the avoidance of doubt, Validity cannot and will not be liable for any loss, damage or other liability arising from Customer's failure to comply with the requirements or from any unauthorized access to or use of Customer's account.

(f) Collection and Use of Information:

(i) Customer represents and warrants that all Contact Data (defined below) sent to Validity or otherwise processed through or used in connection with the Subscribed Offerings has been legally obtained and that its use is not in violation

of any laws, rules, regulations, legislation or directives governing Contract Data, including, without limitation, any relevant local data protection laws, rules, regulations, legislation or directives pertaining to any country or territory the Subscribed Offerings is used. In the event Customer provides access to its or any Contact Data in a file stored with a third-party source, Customer represents and warrants that Customer has all legal rights and authority to grant Validity access to such files in order to download or process such Contact Data using the Subscribed Offerings. "Contact Data" shall mean any combination of names, e-mail addresses, post address, phone number, and IP addresses.

(ii) Customer acknowledges that Validity may, directly or indirectly through the services of third parties (including, without limitation, Validity's vendors, affiliates, and Customers), collect and store information regarding use of the Subscribed Offerings and about equipment on which the Subscribed Offerings is installed or through which it otherwise is accessed and used, through (A) the provision of maintenance and support services; and (B) security measures included in the Subscribed Offerings. Validity may use such information for any purpose related to any use of the Subscribed Offerings by Customer or on Customer's equipment, including, but not limited to, (A) improving the performance of the Subscribed Offerings or developing updates; and (B) verifying Customer's compliance with the terms of this Agreement and enforcing Validity's rights, including all intellectual property rights in and to the Subscribed Offerings.

2. Price and Payment

(a) Customer shall pay Validity the fees set forth in the applicable order form for the Subscribed Offerings (the "Fees") for the term of this Agreement. Such fees shall increase by 3% upon renewal for each subsequent year of the term of this Agreement.

(b) The Fees for each year of the term of this Agreement shall be paid by Customer, as applicable, in advance for each such year or on the first day of each month for the previous month. All amounts not paid when required shall bear interest at the rate of 12% per annum or the lower of the maximum amount allowed by applicable law until paid in full.

(c) Such Fees are exclusive of and do not include any taxes, duties, or similar charges imposed by any government. Customer will pay or reimburse Validity for all federal, state, dominion, provincial, or local sales, VAT, use, personal property, import, export, excise or other taxes, fees, or duties arising out of this Agreement or the

transactions contemplated by this Agreement, other than taxes based upon Validity's net income.

(d) Customer will be required to set up an account with Validity prior to using the Subscribed Offerings. Validity may require credit card payments, unless Validity requires pre-payment by Customer or agrees, in its sole discretion and in writing, to accept payment via check. If Customer has provided a credit card as its payment method, Customer hereby authorizes Validity to charge at the time payment is due for all amounts due. If Customer does not pay Validity when due or if Customer's credit card is declined at any time, or in the event that Customer's check does not allow Validity to receive payment, Validity has the option to suspend the provision of the Subscribed Offerings immediately until such amounts are paid.

3. Intellectual Property Rights

(a) The Subscribed Offerings are owned by Validity, and its structure, organization and code are the exclusive intellectual property and valuable trade secrets of Validity. All intellectual property rights in and to the Subscribed Offerings, including, without limitation, all copyright, trade secret, patent, trademark, and other proprietary or industrial property rights in and to the Subscribed Offerings, are the sole and exclusive property of Validity. Except for the right to use the Subscribed Offerings as specifically stated in Section 1, Customer is not granted any other right, title, or ownership in the Subscribed Offerings. Customer acknowledges that the Subscribed Offerings are protected by copyright and other intellectual property laws. Only Validity shall have the right to maintain, enhance, or otherwise modify the Subscribed Offerings. Customer shall not contest or challenge or take any action inconsistent with or that may damage or impair Validity's ownership or intellectual property rights of Validity's affiliates or authorized users. The Subscribed Offerings and Documentation, including, without limitation, trade secrets, performance data, design, features, layouts, configurations, processes, formulae, specifications, programs, test results, technical know-how, methods and procedures of operation and other information relating to or obtained therefrom, by use, examination or otherwise, which is not generally publicly known are the valuable trade secrets of Validity, and shall be deemed to be confidential information of Validity ("Confidential Information"). Customer shall use the same degree of care to protect the Confidential Information from improper use or non-disclosure as Customer would use with respect to Customer's own information of like importance which Customer does not desire to have published or disseminated, but in any event no less than reasonable care. Customer will not use any Confidential Information for any purpose not expressly authorized under this Agreement and will not disclose to third

parties any such Confidential Information. Customer acknowledges that Validity may retain certain transactional information for data aggregation services or to permit data analyses, provided that any such retention and use shall be governed by the Validity Privacy Policy found at <https://www.validity.com/privacy-policy/>. Customer shall promptly notify Validity if Customer becomes aware of any infringement of the Validity's intellectual property rights in the Subscribed Offerings and fully cooperate with Validity in any legal action taken by Validity to enforce its intellectual property rights.

4. Subscribed Offerings Warranty

(a) Validity warrants to Customer during the period in which Customer is current in the payment of all fees ("Warranty Period") that (i) the Subscribed Offerings will be free from any virus, mechanism, feature or any other code or instruction that (A) cause the Subscribed Offerings (without the knowledge of Customer) to remotely transmit information to Validity or any third party; or (B) may be used to permit access to, or use of, the Subscribed Offerings or computer system on which the Subscribed Offerings is loaded, or to which the Subscribed Offerings is linked, by Customer or any third party; and (ii) the Subscribed Offerings will be free from defects in its media and will operate substantially in accordance with the Documentation. If Customer discovers a failure to comply with this Section 4(a) during the Warranty Period, Customer shall promptly notify Validity of such failure and provide Validity with sufficient information in written or electronic form so that Validity can reproduce such failure.

(b) Validity's sole liability and Customer's exclusive remedy with respect to breach of such limited warranty shall be limited to providing Customer with an error correction, replacing the non-conforming Subscribed Offerings, or if neither is commercially feasible, refunding the Fees received for the non-conforming Subscribed Offerings provided Customer thereafter discontinues all use of such Subscribed Offerings.

(c) Except as expressly set out in this Section 4, Validity makes no representations, warranties or conditions, express, statutory or implied, with respect to the Subscribed Offerings or the Documentation. VALIDITY EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR STATUTORY WARRANTIES OR CONDITIONS OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. Validity does not warrant that the Subscribed Offerings will meet Customer's requirements or that it will function uninterrupted, error free or that all defects in the Subscribed Offerings will be corrected. Validity does not represent or warrant that the Subscribed Offerings will be capable of achieving any particular result

or results in Customer's business or operations. Except as expressly stated otherwise in this Agreement, Subscribed Offerings is provided and licensed on an "AS IS" basis without warranty or representation of any kind.

5. Intellectual Property Indemnification

(a) Validity shall indemnify Customer against all liability to third parties (including reasonable attorney's fees) arising from any claim alleging that the Subscribed Offerings infringes any patent or copyright of any third party within Canada, the United States of America or any current member state of the European Union, provided that (i) Customer promptly notifies Validity of any such third party demand, action, suit or proceeding, threatened or actual, against Customer (a "Claim"), (ii) Customer may not settle or compromise any Claim, and (iii) Validity, at its sole option, may elect to conduct the defense of any Claim, including, without limitation, any settlement or compromise thereof, in which case Customer shall cooperate reasonably in such defense at Validity's cost. Validity may at any time (i) procure for Customer the right to continue the use of the Subscribed Offerings; (ii) replace or modify the Subscribed Offerings so as to be non-infringing without materially diminishing the functionality thereof; or (iii) if Validity reasonably determines that options (i) and (ii) are not commercially practical, terminate this Agreement effective immediately upon written notice to Customer and refund to Customer a pro-rated amount of fees starting from the date of infringement.

(b) The indemnification obligations of Validity in this Section 5 set forth the sole and exclusive remedy of Customer, and the sole and exclusive liability of Validity, with respect to any Claim.

6. Limitation of Liability

(a) In no event whatsoever will either party be liable for punitive, exemplary or similar damages; damages for loss of profits or revenue, failure to realize expected savings, loss of use or lack of availability of computer resources or any stored data; or indirect, consequential or special damages of any kind.

(b) The maximum total liability of Validity, for any claim whatsoever, under any circumstances, regardless of the cause of action and including, without limitation, claims for breach of contract, tort, negligence or otherwise, and Customer's sole remedy therefor, shall be strictly limited to an amount not to exceed the amount of Fees paid by Customer to Validity hereunder during the one (1) year period immediately preceding the date of such claim.

(c) No action arising out of or relating to this Agreement, or Validity's obligations hereunder, regardless of form, may be brought by Customer more than twelve (12) months after the facts giving rise to the cause of action are known to Customer.

7. Term and Termination

(a) The term of this Agreement shall commence on the start of the service period set forth in any order form and shall thereafter continue for the initial term specified in such order form. This Agreement shall thereafter renew for a series of successive one-year terms with respect to such order form, provided that either party shall have the right to terminate this Agreement with respect to such order form as of any such renewal date by providing at least 60 days prior written notice of termination.

(b) Without limiting any other rights or remedies available to Validity, either party has the right to terminate this Agreement immediately and without notice to Customer, if:

(i) Customer is in breach or default of any of its obligations under this Agreement, other than with regard to payment, and such breach or default continues unrectified for 10 days following the provision of written notice of such breach or default to Customer;

(ii) Customer voluntarily enters into proceedings in bankruptcy or insolvency, makes an assignment for the benefit of its creditors, is adjudged to be bankrupt or insolvent, a petition is filed against Customer under a bankruptcy law, corporate reorganization law, or any other law for the relief of debtors or similar law and such petition is not discharged within sixty (60) days after its filing, or a receiver, trustee or similar person is appointed with respect to Customer's assets;

(iii) Customer ceases to carry on its business; or

(iv) Validity has not received any payment when due either under this Agreement or otherwise.

(c) Upon termination of this Agreement for any reason whatsoever, any license that Customer has to use any Subscribed Offerings will terminate immediately and Customer shall, at Validity's option, destroy or return all Subscribed Offerings and Documentation.

8. Governing Law and General Provisions

(a) This Agreement will be governed by the laws of the Commonwealth of Massachusetts, excluding the application of its conflict of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

(b) If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms.

(c) Customer shall not ship, transfer or export the Subscribed Offerings into any country or use it in any manner prohibited by the United States Export Administration Act or any other applicable export control law, restriction or regulation.

(d) If Customer is the U.S. Government or an agency thereof, Customer (i) with respect to civilian agencies, will grant protection for the Subscribed Offerings as “commercial computer software” and related documentation in accordance with the terms of 48 C.F.R. 12.212 of the Federal Acquisition Regulations; and (b) for use by or on behalf of the Department of Defense, will grant protection for any Subscribed Offerings as “commercial computer software” and related documentation in accordance with the terms of 48 C.F.R. 227.7202-1 of the DoD FAR Supplement.

(e) Validity shall be authorized to identify Customer as a customer of Validity Subscribed Offerings and services in public relations and marketing materials.

(f) This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, except no consent shall be required should either party undergo a change of control. This Agreement shall be binding upon and inure to the benefit of the successors and assignees of Validity or Customer.

(g) The termination of this Agreement will not affect the survival and enforceability of any provisions of this Agreement which are expressly or impliedly intended to remain in force after such termination or expiration, including, without limitation, Sections 1(b), 1(c), 1(e), 2, 3, 6, 7(c) and 8 shall survive any termination of this Agreement.

(h) Validity will have no obligation to perform its obligations hereunder to the extent and for the period that Validity is prevented from doing so by reason of force majeure or any cause beyond its reasonable control.

(i) All notices, requests, demands and other communications required or permitted under this Agreement shall be deemed to have been delivered to a party at the address indicated below (i) when actually received in the case of hand delivery as evidenced by a signed receipt; (ii) the business day after being given to a reputable overnight courier service, with a reliable system for tracking delivery, for delivery the following day; (iii) when sent by confirmed facsimile with a copy sent by United States mail within two (2) business days of the transmission; or (iv) upon receipt, when mailed by United States mail, registered or certified mail, return receipt requested, postage prepaid. A party may from time to time change its address, facsimile number or designee for notification purposes by giving the other party prior written notice of the new address, facsimile number or designee and the date upon which such change will become effective.

(j) This Agreement sets forth the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements. There are not and shall not be any oral statements, representations, warranties, undertakings or agreements between the parties. Validity may elect to change or supplement the terms of this Agreement from time to time at its sole discretion. Validity will exercise commercially reasonable business efforts to provide notice to Customer of any material changes to this Agreement. Within thirty (30) business days of posting changes to this Agreement, they will be binding on Customer. If Customer does not agree with the changes, Customer should discontinue using the Subscribed Offerings. If Customer continues using the Subscribed Offerings after such thirty (30) business day period, Customer will be deemed to have accepted the changes to the terms of this Agreement.