Validity, Inc.
Transactional Services Agreement

BY CLICKING "CONFIRM PURCHASE", TICKING THE BOX CONFIRMING THAT YOU HAVE VIEWED AND ACCEPTED THESE TERMS AND CONDITIONS, ACCEPTING AN ORDER FORM, OR BY ACCESSING, DOWNLOADING, INSTALLING OR OTHERWISE USING ANY OF THE SOFTWARE OR SERVICES, EXPRESSELY INCLUDING VALIDITY BRITEVERIFY SERVICES ("VALIDITY TRANSACTIONAL OFFERINGS", "VTO"), 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 VTO.

This Transactional 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 use of Validity's Transactional Offerings, including Validity's BriteVerify Services ("VTO"). The provisions of this Agreement are as follows:

1.   <u>License Grant</u>

(a)   Validity hereby grants to Customer a non-exclusive and non-transferrable right to access the VTO solely for the internal business purposes of Customer. Customer may make a reasonable quantity of copies of the Documentation for use only in connection with Customer's use of the VTO, 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 VTO. Customer will not use the VTO 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 VTO 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 VTO;

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

(iv)   Copy, reproduce or duplicate the VTO, 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 VTO 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 VTO;

(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.

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(c)   Customer is responsible and liable for all uses of the VTO 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 VTO 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 VTO 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 VTO.

(d)   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 VTO and bears all responsibility for using the VTO 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.

(e)   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 VTO 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 VTO 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 VTO. "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 VTO and about equipment on which the VTO 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 VTO. Validity may use such information for any purpose related to any use of the VTO by Customer or on Customer's equipment, including, but not limited to, (A) improving the performance of the VTO 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 VTO.

2.   Price and Payment

(a)   Customer shall pay Validity fees to purchase a block of transactions (the "Transaction Block") to be used by Customer in Customer's use of the VTO. Unless otherwise specified in an approved order form, the pricing for the Transaction Block shall be set forth on the transaction pricing pages located at http://www.validity.com, including Validity subdomains such as http://www.briteverify.com.

(b)   Transaction Blocks shall expire at the last day of the month following the month in which the Transaction Block was purchased. For sake of clarity, if Customer purchases a Transaction Block on the 15th day of August, such Transaction Block shall expire on the following September 30th. Any unused transactions within an expired Transaction Block are immediately null and void and Validity shall not issue credits for such unused transactions.

(c)   Customer shall be required to pay for the Transaction Block by credit card, unless Validity, in its sole discretion, permits Customer to pay by check or wire transfer. All fees for Transaction Blocks are due immediately upon purchase and Customer hereby authorizes Validity to charge Customer's credit card at the time of Transaction Block purchase for all amounts due or, in the alternative, Validity may, in is sole discretion, charge Customer's credit card at the beginning of the month following the month in which the Transaction Block was purchased. 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 VTO immediately until such amounts are paid. All amounts not paid when due 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.

(d)   All 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.

(e)   Validity and any of its employees, officers, or agents are authorized to obtain information concerning Customer's creditworthiness. Any person to whom a credit application is presented and completed is authorized to disclose to Validity and any of its employees, officers, or agents any information requested, and Customer hereby waives any claim against, and fully releases from any and all liability, such persons by reason of any disclosure. Customer authorizes Validity to verify the truthfulness of all financial representations including a grant of authority to check credit with various credit reporting agencies or any listed financial institutions named in the application for credit separately requested by Validity in connection with this Agreement. Customer will notify Validity in writing of any development which may adversely affect Customer's financial condition, promptly after the occurrence thereof. All statements by Customer in this connection are true and correct and are made for the purpose of obtaining credit from Validity. Credit granted to Customer may, at the option of Validity, be cancelled at any time upon notice to Customer.

3.   Intellectual Property Rights

(a)   The VTO is 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 VTO, including, without limitation, all copyright, trade secret, patent, trademark, and other proprietary or industrial property rights in and to the VTO, are the sole and exclusive property of Validity. Except for the right to use the VTO as specifically stated in Section 1, Customer is not granted any other right, title, or ownership in the VTO. Customer acknowledges that the VTO is protected by copyright and other intellectual property laws. Only Validity shall have the right to maintain, enhance, or otherwise modify the VTO. 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 VTO 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 VTO and fully cooperate with Validity in any legal action taken by Validity to enforce its intellectual property rights.

4.   Disclaimer of Warranty

VALIDITY MAKES NO WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED REGARDING THE VTO. ALL IMPLIED OR STATUTORY WARRANTIES OR TERMS & CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. VALIDITY DOES NOT WARRANT THAT THE OPERATION OF THE VTO WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE VTO WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OUR OBLIGATIONS HEREUNDER. THE VTO IS PROVIDED AND LICNESED ON AN "AS IS" BASIS WITH NO WARRANTY OR REPRESENTATION OF ANY KIND.

5.   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.

(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.

6.   Indemnification

Customer shall indemnify and hold harmless Validity from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning:

(a)   A breach of any of Customer's obligations, covenants, representations or warranties contained herein;

(b)   Disclosure of Validity's confidential information;

(c)   Customer's use of the VTO; and

(d)   The negligence or intentional misconduct of Customer or Customer's officers, employees, agents or contractors.

7.   <u>Term and Termination</u>

(a)   This Agreement is effective upon Customer's purchase of a Transaction Block and shall continue until terminated per this section 7 or upon the expiration of the Term, which unless specified otherwise in an approved Order Form shall be the end of the calendar month following the month in which Customer purchased a Transaction Block. For sake of clarity, if Customer should purchase an additional Transaction Block prior to the expiration of this Agreement, such Term shall extend to the end of the calendar month following the month of such additional purchase.

(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;

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(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 with 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, Customer must immediate cease using the VTO and, if applicable, disconnect or disable any application (API) that provides access to the VTO.

8.   <u>Governing Law and General Provisions</u>

(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)   If Customer is the U.S. Government or an agency thereof, Customer (i) with respect to civilian agencies, will grant protection for the VTO 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 VTO 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.

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

(e)   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.

(f)   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(d), 2, 3, 5, 6, 7(c) and 8 shall survive any termination of this Agreement.

(g)   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.

(h)   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.

(i)   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 immediately discontinue using the VTO. If Customer continues using the VTO after such thirty (30) business day period, Customer will be deemed to have accepted the changes to the terms of this Agreement.