

ID Dataweb, Inc.
Self-Service Evaluation Agreement

These Terms of Service Evaluation Agreement (the “**Agreement**”) contain the terms under which ID Dataweb, Inc., (“**IDW**”) agrees to grant to you (“**Customer**”, “**you**”, or “**your**”) access to and use of IDW’s online identity verification platform for the purpose of testing its functionality.

THIS AGREEMENT TAKES EFFECT WHEN YOU CLICK THE “SUBMIT” BUTTON OR BY ACCESSING OR USING THE AXN SERVICES (the “**Effective Date**”). BY CLICKING ON THE “SUBMIT” BUTTON OR BY ACCESSING OR USING THE AXN SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, PLEASE DO NOT SELECT THE “SUBMIT” BUTTON. IF YOU DO NOT ACCEPT THESE TERMS, YOU MAY NOT ACCESS OR USE THE AXN SERVICES.

Terms and Conditions

1. Definitions and Construction

- 1.1. **Definitions.** For the purposes of this Agreement, the following initially capitalized words are ascribed the following meanings:

“**Acceptable Use Policy**” means the IDW policy described in Section 12.

“**Administrative User**” means any individual who is an employee or independent contractor of Customer, its Affiliates, or its or their Customer Service Providers, and who is authorized by Customer to use the administrative features and functions of the AXN Platform to administer access to and use of Customer Applications.

“**Affiliate**” means any person, partnership, joint venture, corporation or other form of venture or enterprise, domestic or foreign, including subsidiaries, which directly or indirectly Control, are Controlled by, or are under common Control with a party. “Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and operating policies of the entity in respect of which the determination is being made, through the ownership of more than fifty percent (50%) of its voting or equity securities, contract, voting trust or otherwise.

“**Attribute Provider**” or “**ADP**” means a third-party service provider that provides verification of user attributes.

“**Authorized User**” means any Administrative User or Customer and Customer's employee, consultant, contractor, and agent who is authorized by Customer to access and use the AXN Platform under the rights granted to Customer pursuant to this Agreement.

“AXN Platform” means the computer software applications, tools, application programming interfaces (“APIs”), and connectors, provided by IDW as its online identity verification platform as a service offering, together with the programs, networks, and equipment that IDW uses to make such platform available to its customers.

“AXN Services” means the AXN Platform service offerings to which Customer subscribes, together with, if applicable to the pricing program to which Customer has subscribed, the selected Support Plan, each as specified in the Subscription Page, and the Documentation.

“Channel Partner” means an entity that IDW has authorized as a reseller of IDW’s AXN Services.

“Confidential Information” has the meaning ascribed to it in Section 6.1.

“Customer” means the entity identified in the provisioning of this Agreement in the AXN Platform.

“Customer Application” means an application or web-based service developed or used by Customer (including its APIs), and which utilizes the AXN Platform to identify or authenticate users. Customer Applications are provided by Customer, and not by IDW; “Customer Application” does not include the AXN Platform.

“Customer Service Provider” means a third party, to the extent the third party is providing services to Customer.

“Documentation” means the software user and administrator manuals published by IDW at <https://docs.iddataweb.com/>, regarding use of the AXN Platform, including additional, updated, or revised documentation, if any.

“Evaluation Data” means the test data provided by IDW to Customer for use during the Subscription Period.

“Evaluation Period” has the meaning ascribed to in Section 7.

“Identity Provider” or **“IdP”** means a compatible third-party online service or website that authenticates users on the Internet by means of publicly available APIs, such as Google, LinkedIn or Facebook. Customer may configure the AXN Platform to enable IdPs so that Authorized Users can use their IdP authentication credentials to authenticate into Customer Applications via the AXN Platform.

“Intellectual Property Rights” means all trade secrets, patents and patent applications, trademarks (whether registered or unregistered and including any goodwill acquired in such trade marks), service marks, trade names, copyrights, moral rights, database rights, design rights, rights in know-how, rights in Confidential Information, rights in inventions (whether patentable or not) and all other intellectual property and proprietary rights (whether registered or unregistered, any application for the foregoing, and all rights to enforce the foregoing), and all other equivalent or similar rights which may subsist anywhere in the world.

“Process” or **“Processing”** means any operation or set of operations which is performed on the Evaluation Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Self-Service” means any subscription plan to the AXN Platform that is not an Enterprise plan.

“Supplemental Materials” means sample code, and sample programs made available or supported by IDW or by third parties for use with the AXN Platform. Supplemental Materials are not required for use of the AXN Services and may be accessed and used by Customer in its sole discretion.

“Tenant” means a logical isolation unit, or dedicated share of a particular AXN Platform instance; the dedicated share may be configured to reflect the needs of the specific Customer business unit using the share.

The following words will be interpreted as designated: (i) “or” connotes any combination of all or any of the items listed; (ii) “including” is used to refer to an example or begins a list of items, such example or items will not be exclusive; (iii) “specified” requires that an express statement is contained in the relevant document; (iv) “will” is, unless the context requires otherwise, an expression of command, not merely an expression of future intent or expectation; and (v) “may” is, unless the context requires otherwise, an expression of permission, but not an obligation.

2. Provision and Use of AXN Services; Operational Issues

2.1. Provision of AXN Services. During the Evaluation Period, Customer may access and use the AXN Platform in accordance with this Agreement. IDW will make the AXN Platform available to Customer, and, if and as applicable to Customer's subscription, provide the Support Program. If Customer chooses to use them, IDW makes Supplemental Materials available at <https://docs.iddataweb.com/>, and from within the AXN Platform.

2.2. Customer's Account. Customer will designate one or more of its employees to be the point of contact with IDW for the management and support of the AXN Services, and who will be responsible for establishing and managing Customer's use of the AXN Services ("**Account**"), including the creation of authentication credentials to access Customer's Account. Customer is solely responsible for maintaining the status of its user base. Customer will safeguard all Authorized User authentication credentials in its possession or under its control. Customer is responsible for all activities that occur under the Account.

2.3. Customer's General Responsibilities.

2.3.1. Customer and its Authorized Users are solely responsible for obtaining and maintaining their Internet access to the AXN Services. Customer is solely responsible for the accuracy, quality and integrity of the Evaluation Data that Customer or its Authorized Users input into the AXN Platform. Customer must comply, and will ensure that its Authorized Users comply, with the Acceptable Use Policy referenced in Section 12 below.

2.3.2. Customer is responsible for acts and omissions of its Authorized Users relating to this Agreement as though they were Customer's own. Customer certifies that they shall implement and maintain a comprehensive information security program written in one of or more readily accessible parts and that contains administrative, technical, and physical safeguards that are appropriate to the client's size and complexity, the nature and scope of its activities, and the sensitivity of the information provided to the client by the Reseller; and certifies that such safeguards shall include the elements set forth in 16 C.F.R. § 314.4 and shall be reasonably designed to:

- (a) Insure the security and confidentiality of the information provided by reseller
- (b) Protect against any anticipated threats or hazards to the security or integrity of such information, and
- (c) Protect against unauthorized access to or use of such information that could result in substantial harm to any consumer.

2.4. Identity Provider Services. The AXN Platform includes functionality that enables Customer, at Customer's option, to connect with certain IdP services or sites, via public facing APIs provided and controlled by the IdP. Any authentication information transmitted to or accessed by the AXN Platform from an IdP is considered Customer's Confidential Information under this Agreement and, to the extent within IDW's possession or under IDW's control, is subject to the data protection provisions of Section 7. If an IdP modifies its APIs or equivalents so that they no longer interoperate with the AXN Platform, or imposes requirements on interoperability that are unreasonable for IDW, and if after applying reasonable efforts IDW is unable to overcome such modifications or requirements then, upon reasonable notice to Customer, IDW may cease or suspend its provision of interoperability between the AXN Platform and the affected IdP services or sites, without liability to Customer. Except for IDW's obligations to protect authentication credentials obtained by the AXN Platform from an IdP, IDW has no responsibility for the acquisition, development, implementation, operation, support, maintenance, or security of any IdP.

2.5. Customer Load Testing or Penetration Testing. Customer may conduct load testing or penetration testing on Customer infrastructure that interoperates with the AXN Platform as Customer determines necessary or advisable. To the extent any such testing affects or may reasonably be expected to affect the AXN Platform, Customer must comply with applicable testing policies located at <https://docs.iddataweb.com/>. Customer may not conduct any penetration testing or load testing on the AXN Platform without IDW's prior written consent in each instance, and then only subject to such conditions as IDW reasonably requires. IDW may terminate any testing of the AXN Platform at any time, as AXN determines necessary or advisable to protect the AXN Platform's operation or integrity.

2.6. Technology Improvement. IDW may modify the AXN Services and IDW Supplemental Materials as it determines necessary to reflect to changes in technology and information security practices. IDW will notify Customer in advance of any material changes.

3. License Grants and Proprietary Rights

3.1. License by IDW. Subject to the terms and conditions of this Agreement, IDW hereby grants to Customer a non-exclusive, non-transferable, royalty-free, worldwide license, without right to sub-license, for the Evaluation Period, to (a) access and use, and to permit its Authorized Users to access and use, the AXN Platform, in accordance with the Documentation, subject to the Entitlements, and (b) reproduce, modify, and distribute and display the Documentation, in each case solely for the purpose of evaluating and testing the AXN Services for the purposes of verifying an individual's identity in order to prevent or detect fraud or other unlawful activity, and only in conjunction with information provided by an individual to Customer. IDW reserves all other rights not expressly granted in this Agreement.

3.2. Ownership of Intellectual Property Rights.

3.2.1. *IDW's Intellectual Property and Ownership Rights.* As between Customer and IDW, IDW and IDW's licensors retain and own all right, title and interest and all Intellectual Property Rights in and to the AXN Services, IDW's Confidential Information, and IDW's Supplemental Materials, and all enhancements or improvements to, or derivative works of any of the foregoing created or developed by or on behalf of IDW (collectively, "IDW Intellectual Property"). Nothing in this Agreement transfers or conveys to Customer any ownership interest in or to the IDW Intellectual Property.

3.3. Suggestions. If Customer provides IDW with any suggested improvements or enhancements to the AXN Services ("Suggestions"), then Customer also grants IDW a non-exclusive, perpetual, irrevocable, paid-up, royalty-free, worldwide, transferable license, with right to sublicense, to make, have made, sell, offer for sale, use, import, reproduce, distribute, display, perform, and make derivative works of the Suggestions.

3.4. Restrictions. Customer will not: (i) except to the extent, if any, permitted by applicable law or required by IDW's licensors, reverse assemble, reverse engineer, decompile or otherwise attempt to derive source code from any of the AXN Platform; (ii) reproduce, modify, or prepare derivative works of the AXN Platform; or (iii) share, rent or lease the AXN Services, or use the AXN Services to operate any timesharing, service bureau or similar business or to license the AXN Platform as a standalone offering.

4. **Compensation**

4.1. AXN Services Fees and Plans. The rates for the AXN Services are as published on the Subscription Page. Customer's subscription plan for the AXN Services is specified on the Subscription Page. Customer may not reduce Customer's commitment under the subscription plan specified in the Subscription Page during the Evaluation Period. Customer is not entitled to any refund of fees paid or relief from fees due if the volume of AXN Services Customer actually uses is less than the volume Customer ordered, and Customer may not carry over any of the unused volume to Customer's next Evaluation Period.

5. **Warranties**

5.1. Warranties. IDW warrants to Customer that:

5.1.1. *Performance Warranty.* During the Evaluation Period, the AXN Platform, in the form provided by IDW, will conform in all material respects to its applicable specifications set forth in the Documentation.

5.1.2. *Viruses.* IDW will use commercially reasonable efforts, using applicable current industry practices, to ensure that the AXN Platform, in the form provided by IDW to Customer under this Agreement, contains no computer virus, Trojan horse, worm or other similar malicious code.

5.1.3. *Infringement.* IDW's provision to Customer of the AXN Services does not infringe any third-party patent existing under the laws of the United States, Canada, any member state of the European Economic Area, the United Kingdom, Switzerland, Australia, New Zealand, Japan, Singapore, South Korea, India, Argentina or Brazil, or infringe any third-party

copyright, trademark or service mark, or result from misappropriation by IDW of any third party's trade secrets (collectively, an "**IDW Infringement**").

5.1.4. *Compliance with Laws.* The AXN Services, in the form provided or made available by IDW, will comply with all laws applicable to IDW.

5.2. Performance Remedy. If the AXN Platform fails to conform to the warranty set forth in Section 5.1.1 and Customer provides written notice of the non-conformance to IDW within the applicable Evaluation Period then, as Customer's exclusive remedy and IDW's sole obligation: IDW will either repair or, at its option, replace the non-conforming AXN Platform or, if IDW is unable to correct the non-conformance within 30 days of receipt of such written notice from Customer, Customer may terminate the applicable AXN Services, and IDW will refund to Customer a pro-rata amount of any AXN Services fees prepaid to IDW and applicable to the unutilized portion of the Evaluation Period for the terminated AXN Services.

5.3. Infringement Remedy. Customer's sole and exclusive remedy for any non-conformance with the warranty in Section 5.1.4 above will be Customer's defense and indemnification rights under Section 9.1 below, and Customer's termination rights under Section 8.2 below.

5.4. Bugs and Abatement; Scope. Without limiting the express warranties in this Section 5 or any express warranties specified in the Additional Terms of Service, IDW does not warrant that the AXN Platform or AXN Services are completely free from all bugs, errors, or omissions, or will ensure complete security. THE WARRANTIES IN SECTIONS 5.1.1 AND 5.1.3 DO NOT APPLY TO ANY FREE SUBSCRIPTION, OR TO ANY IDW SUPPLEMENTAL MATERIALS. Supplemental Materials developed, created or provided by third parties are made available AS-IS, without warranty of any kind. The warranties in this Agreement are for the sole benefit of Customer, and may not be extended to any other person or entity.

5.5. Disclaimer of Implied Warranties. Neither party makes any representation or warranty in connection with the AXN Services, except as expressly warranted in this Agreement or the Additional Terms of Service. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFICALLY WARRANTED IN THIS SECTION 5 OR THE ADDITIONAL TERMS OF SERVICE, EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ANY IMPLIED WARRANTY OF NON-INFRINGEMENT OR IMPLIED OBLIGATION TO INDEMNIFY FOR INFRINGEMENT, ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE, AND ANY STATUTORY REMEDY.

6. Confidential Information

6.1. Restrictions on use and Disclosure. Neither IDW nor Customer will disclose to any third party any information provided by the other party pursuant to or in connection with this Agreement that the disclosing party identifies as being proprietary or confidential or that, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary or confidential (such information, "Confidential Information"), and will make no use of such Confidential Information, except under and in accordance with this Agreement. Each party may disclose Confidential Information to its Affiliates and service providers, and its Affiliates and service providers may use such information, in each case solely for purposes of this Agreement.

Each party will be liable for any breach of its obligations under this Section 6 that is caused by an act, error or omission of any such Affiliate or service provider. Confidential Information includes information disclosed by the disclosing party with permission from a third party, and combinations of or with publicly known information where the nature of the combination is not publicly known. IDW's Confidential Information includes information regarding AXN Platform, IDW's processes, methods, techniques and know-how relating to identity management, user authentication or user authorization, Documentation, road-maps, pricing, marketing and business plans, financial information, information security information, IDW's ISMS Standards (defined in Section 7.4 below) statements and similar independent third party certifications, and Personal Data of IDW personnel. Customer's Confidential Information includes its proprietary workflows and processes, systems architecture, marketing and business plans, financial information, information security information, information pertaining to Customer's other suppliers, and Personal Data of Customer personnel.

- 6.2. Exclusions. Except with respect to Personal Data, Confidential Information does not include information that the receiving party can establish: (i) has entered the public domain without the receiving party's breach of any obligation owed to the disclosing party; (ii) has been rightfully received by the receiving party from a third party without confidentiality restrictions; (iii) is known to the receiving party without any restriction as to use or disclosure prior to first receipt by the receiving party from the disclosing party; or (iv) has been independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.
- 6.3. Disclosure Required by Law. If any applicable law, regulation or judicial or administrative order requires the receiving party to disclose any of the disclosing party's Confidential Information (a "Disclosure Order") then, unless otherwise required by the Disclosure Order, the receiving party will promptly notify the disclosing party in writing prior to making any such disclosure, in order to facilitate the disclosing party's efforts to protect its Confidential Information. Following such notification, the receiving party will cooperate with the disclosing party, at the disclosing party's reasonable expense, in seeking and obtaining protection for the disclosing party's Confidential Information. The receiving party will disclose only that portion of the Confidential Information that is required.
- 6.4. Independent Development. The terms of confidentiality under this Agreement will not limit either party's right to independently develop or acquire products, software or services without use of or reference to the other party's Confidential Information.

7. Term; Termination.

- 7.1. General. This Agreement will commence on the Effective Date and will continue in effect for thirty (30) days, or terminated in accordance with Section 7.2 below (the "**Evaluation Period**").
- 7.2. Termination on Breach. In the event of a material breach of the Agreement by either party, the nonbreaching party may terminate the Agreement affected by the breach by giving the breaching party written notice of the breach and the non-breaching party's intention to terminate. If the breach has not been cured within the period ending 10 days after such notice, and if the non-breaching party provides written notice of termination to the breaching party ("Termination Notice"), then this Agreement will terminate within the time period specified in the Termination Notice. If Customer has not cured a material breach within the applicable cure period (if any)

then, without limiting IDW's rights to terminate as described above, IDW may, on not less than 5 business days' prior written notice to Customer, in its sole discretion, and without prejudice to its other rights following material breach and failure to cure, suspend performance of some or all of IDW's obligations to provide AXN Services under this Agreement.

7.3. Fulfillment of Obligations on Termination. Except as otherwise specified in this Agreement or any Additional Terms of Service, termination of the Agreement or of any AXN Services will not entitle Customer to any refund of or relief from payment of any AXN Services fees paid or payable under this Agreement.

7.4. Post Termination Obligations. Following any termination of the Agreement, each party will, within 30 days of such termination, (i) immediately cease use of any Confidential Information of the other communicated for the purposes of this Agreement, and (ii) return or destroy (and certify destruction of) all copies of any Confidential Information of the other party disclosed under the Agreement within 30 days of such termination, subject to each party's customary backup and archival processes.

7.5. Suspension.

7.5.1. *Critical Threats.* If IDW determines that Customer's or any of its Authorized Users' use of the AXN Services or of any Identity Provider service or site poses an imminent threat to (i) the security or integrity of any Evaluation Data or the data of any other IDW customer, or (ii) the availability of the AXN Platform to Customer or any other IDW customer (collectively, a "Critical Threat"), then IDW will immediately attempt to contact Customer to resolve the Critical Threat. If IDW is unable to immediately contact Customer, or if IDW contacts Customer but Customer is unable to immediately remediate the Critical Threat, then IDW, acting reasonably in the circumstances then known to IDW, may suspend Customer's and its Authorized Users' use of the AXN Platform until the Critical Threat is resolved and IDW is able to restore the AXN Services for Customer.

7.5.2. *Other Non-Compliance.* If IDW determines that Customer's or any of its Authorized Users' use of the AXN Services or of any Identity Provider service or site do not comply with applicable law or with the Acceptable Use Policy, or if they subject IDW or any of its subprocessors to liability to any third party, or if they infringe or are alleged to infringe any third party Intellectual Property Rights (collectively, a "Non-Compliance"), and if Customer has not remediated the Non-Compliance within 5 days of notification by IDW, then IDW may suspend Customer's and its Authorized Users' use of the AXN Platform until the Non-Compliance is resolved and IDW is able to restore the AXN Services for Customer. If IDW determines that the Non-Compliance is incapable of cure, then IDW may immediately terminate its provision of AXN Services to Customer.

7.6. Survival. The provisions of Sections 1, 3.2-3.4, 6, 7.4-7.6, 8-9 and 11 of this Agreement will survive any termination or expiration of this Agreement.

8. Indemnification

8.1. IDW's Infringement Indemnification.

8.1.1. *Defense and Indemnity.* If any third party makes any claim against Customer that, if true, would constitute an IDW Infringement (defined in Section 5.1.4) then, upon notification of

such claim, IDW will, at its sole cost and expense, defend Customer against such claim and any related proceeding brought by such third party against Customer, and indemnify Customer from and against all damages, fines and penalties finally awarded against Customer or agreed to be paid by Customer in a written settlement approved in writing by IDW, and resulting from the IDW Infringement. IDW's obligations under this Section 9.1.1 are subject to Customer's compliance with the "Indemnification Conditions" (defined below).

"Indemnification Conditions" means the following conditions with which a party must comply in order to be entitled to defense or indemnification under the Agreement by the other party: (i) the indemnified party notifies the indemnifying party in writing of any claim that might be the subject of indemnification promptly after any executive officer of the indemnified party or member of the indemnified party's legal department first knows of the claim, provided, however, that no failure to so notify an indemnifying party will relieve the indemnifying party of its obligations under this Agreement except to the extent that such failure materially prejudices defense of the claim, and except to the extent of damages incurred by the indemnifying party as a result of the delay; (ii) the indemnifying party is given primary control over the defense and settlement of the claim (subject to the foregoing, the indemnified party may nonetheless participate in the defense at its sole cost and expense); (iii) the indemnified party makes no admission of liability (except as required by applicable law) nor enters into any settlement without the indemnifying party's prior written agreement (not to be unreasonably withheld); (iv) the indemnified party provides such assistance in defense of the proceeding as the indemnifying party may reasonably request, at the indemnifying party's reasonable expense; and (v) the indemnified party uses all commercially reasonable efforts to mitigate its losses.

8.1.2. *IDW'S Mitigation Rights.* If any AXN Services become (or in IDW's opinion are likely to become) the subject of any infringement or misappropriation claim, IDW may, and if Customer's use of the AXN Services is enjoined, IDW must, at its sole expense, either: (i) procure for Customer the right to continue using the relevant AXN Services; (ii) replace or modify the relevant AXN Services in a functionally equivalent manner so that they no longer infringe; or (iii) terminate Customer's rights to use affected AXN Services.

8.1.3. *Exclusions.* Notwithstanding the foregoing, IDW will have no obligation with respect to any infringement or misappropriation claim to the extent based upon (i) any use of the AXN Services not in accordance with their applicable license rights, (ii) the combination of the AXN Services with other products, equipment, software, services or data not supplied by IDW where the infringement would not have occurred but for such combination, or (iii) any Evaluation Data.

8.2. Improper Use of AXN Platform. Customer will indemnify and hold IDW harmless from any claims, damages, losses, judgments, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any non-compliance by Customer or its Authorized Users with the Acceptable Use Policy.

9. Limitations and Exclusions of Liability.

- 9.1. Exclusion of Certain Claims. SUBJECT TO SECTION 9.3, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE {INCLUDING ANY DAMAGES FOR LOSS OF DATA, GOODWILL, REVENUE OR PROFITS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF (i) THE PERFORMANCE OR NON-PERFORMANCE OF THIS AGREEMENT OR ANY RELATED AGREEMENT, OR ANY SOFTWARE, PRODUCTS OR SERVICES PROVIDED HEREUNDER, OR (ii) ANY CLAIM, CAUSE OF ACTION, BREACH OF CONTRACT OR ANY EXPRESS OR IMPLIED WARRANTY, UNDER THIS AGREEMENT, ANY RELATED AGREEMENT OR OTHERWISE, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY, OR OTHER TORT.
- 9.2. Limitation of Liability. Subject to Section 9.3, neither party's maximum aggregate liability arising out of this Agreement or any related agreement will in any event exceed the greater of US \$100, regardless of whether any action or claim is based in contract, misrepresentation, warranty, indemnity, negligence, strict liability or other tort or otherwise.
- 9.3. Exceptions. Sections 9.1 and 9.2 do not apply to liability or loss which may not be limited by applicable law. Any amounts payable by an indemnified party to a third party pursuant to a judgment or to a settlement agreement approved in writing by an indemnifying party, liability for which falls within the indemnifying party's indemnification obligations under this Agreement, and all fees payable by Customer under this Agreement, will be deemed direct damages for purposes of this Section 9. Section 9.2 does not apply to (i) each party's defense and indemnification obligations, (ii) any infringement or misappropriation by Customer of any of IDW's Intellectual Property Rights, (iii) Customer's obligations to pay fees and expenses when due and payable under this Agreement, or (iv) either party's obligations under Section 6 {Confidential Information}.
- 9.4. General. Each party agrees that these exclusions and limitations apply even if the remedies are insufficient to cover all of the losses or damages of such party, or fail of their essential purpose and that without these limitations the fees for the AXN Services would be significantly higher. Neither party may commence any action or proceeding under this Agreement more than two years after the occurrence of the applicable cause of action.

10. Modifications.

Customer acknowledges and agrees that IDW has the right, in our sole discretion, to modify this Agreement [from time to time], and that modified terms become effective on posting. Customer will be notified of modifications through email by IDW during the term of this Agreement, if applicable. Customer is responsible for reviewing and becoming familiar with any such modifications. The continued use of the AXN Services after the effective date of the modifications will be deemed acceptance of the modified terms.

11. Miscellaneous Provisions.

- 11.1. Affiliates. This Agreement set forth the general terms and conditions under which IDW will provide AXN Services to Customer and its Affiliates.
- 11.2. Fraudulent Activity; Aggregated Information Derived From Usage. IDW may use Personal Data obtained from Authorized Users' use of the AXN Platform to detect security incidents and

to protect against fraudulent or illegal activity. IDW may create aggregated and de-identified data that is derived from Authorized Users' use of the AXN Services ("Aggregated Usage Data"). IDW may use Aggregated Usage Data for IDW's internal and business operations, including to conduct aggregate analysis of the AXN Services' performance and use. IDW may disclose the results of its analysis of Aggregated Usage Data to third parties as IDW reasonably considers necessary, provided that such results do not contain any Personal Data of Customer's Authorized Users, identify either Customer or any of its Authorized Users, or enable a third party to determine that either Customer or any of its Authorized Users were the source of such information. For the sake of clarity, neither Aggregated Usage Data nor the results of its analysis are Confidential Information of Customer.

- 11.3. Captions and Headings. The captions and headings are inserted in this Agreement for convenience only, and will not be deemed to limit or describe the scope or intent of any provision of this Agreement.
- 11.4. Severability; Invalidity. If any provision of this Agreement is held to be invalid, such invalidity will not render invalid the remainder of this Agreement or the remainder of which such invalid provision is a part. If any provision of this Agreement is so broad as to be held unenforceable, such provision will be interpreted to be only so broad as is enforceable.
- 11.5. Waiver. No waiver of or with respect to any provision of this Agreement, nor consent by a party to the breach of or departure from any provision of this Agreement, will in any event be binding on or effective against such party unless it be in writing and signed by such party, and then such waiver will be effective only in the specific instance and for the purpose for which given.
- 11.6. Third Party Beneficiaries. Except as expressly set forth in this Agreement, no provisions of this Agreement are intended nor will be interpreted to provide or create any third-party beneficiary rights or any other rights of any kind in any other party. If the law governing this Agreement is English law, then a person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999) to enforce any term of this Agreement. Notwithstanding the foregoing, IDW's suppliers of products and services delivered hereunder will enjoy the same disclaimers of warranty, limitations on liability and similar exculpatory provisions with respect to such products and services as does IDW.
- 11.7. Assignment. Customer may not assign any of its rights or obligations under this Agreement without the prior written consent of IDW. Subject to the foregoing restriction on assignment, this Agreement will be binding upon, inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 11.8. Notices. IDW will provide Customer with notices that affect IDW's customers generally (e.g., notices that relate to modifications or updates to, or the availability or interoperability of the AXN Platform) via e-mail or the AXN Platform dashboard or account center. IDW will provide Customer with any legal notices by pre-paid first-class mail, air courier or e-mail to the mailing or e-mail address Customer provided to IDW, or during Customer's registration for the AXN Services, or to a substitute, updated mailing or email address that Customer has provided to IDW for these purposes. Customer is responsible for keeping its mailing and e-mail address current with IDW. Except as otherwise specified in this Agreement, all notices to be given to IDW under

this Agreement must be in writing and sent to IDW's headquarters by prepaid first-class mail or air courier to ID Dataweb, Inc., 8330 Boone Blvd, Suite 400, Vienna VA 22182, marked "Attention: Legal Department". Notices sent electronically will be deemed received within 1 business day of dispatch. Notices sent by prepaid first-class mail will be deemed received within 5 business days of dispatch (however, notices sent by mail to addressees in a different country from that of the sender will be deemed received upon delivery). Notices sent by air courier, or personally delivered, will be deemed received upon delivery.

- 11.9. Entire Agreement; Amendments. This Agreement constitutes and embodies the entire agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous written, electronic or oral communications, representations, agreements or understandings between the parties with respect thereto. This Agreement may not be modified or amended except in a written document to which both parties have assented (subject to modifications made in accordance with the IDW Modification Policy Additional Terms of Service referenced in Section 11 above). With the exception of the Additional Terms of Service, any additional, supplementary, or conflicting terms supplied by Customer (whether in hard copy or electronic form), including those contained on or within any purchase order or standard terms of purchase, are specifically and expressly rejected by IDW.

12. Acceptable Use Policy.

- 12.1. Customer shall not, and shall not permit any Authorized Users to, use the AXN Services, any software component of the AXN Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement.
- 12.2. Third Party Access. Customer may permit its corporate affiliates, and its and their respective personnel, to access and use the AXN Services as reasonably necessary for the Purpose during the Evaluation Period, but Customer will not permit its third-party service providers, or any other third party not described above, to access or use the AXN Services during the Evaluation Period without IDW's prior written permission.
- 12.3. Experian information. Customer acknowledges that many services containing Experian information also contain information from the Death Master File as issued by the Social Security Administration ("DMF"); and certifies pursuant to Section 2-3 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102 that, consistent with its application FCRA or GLB use of Experian information, the client's use of deceased flags or other indicia within the Experian information is restricted to legitimate fraud prevention or business purposes in compliance with applicable laws, rules, and regulations, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1); and certifies that the Customer will not take any adverse action against any consumer without further investigation to verify the information from the deceased flags or other indicia within the Experian information.