



SOFTWARE AS A SERVICE AGREEMENT (V.20211123)

PLEASE READ THIS SAAS AGREEMENT BEFORE USING IDVERIFACT'S SERVICES. BY ACCESSING OR USING IDVERIFACT'S DIGITAL IDENTITY PLATFORM SOFTWARE AS A SERVICE OFFERING, YOU (the "**Customer**") SIGNIFY ACCEPTANCE OF AND AGREE TO THE TERMS AND CONDITIONS OF THIS SAAS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS SAAS AGREEMENT, DO NOT ACCESS OR USE THE SERVICES. IF THE PARTIES HAVE A FULLY EXECUTED AGREEMENT THAT EXPRESSLY GOVERNS ORDERS FOR IDVERIFACT'S SOFTWARE AS A SERVICE OFFERING, SUCH AGREEMENT SHALL SUPERSEDE THIS SAAS AGREEMENT.

WHEREAS IDVerifact is the provider of hosted software offerings, and the Customer wishes to obtain access to the same under the terms of this SaaS Agreement; and

WHEREAS the parties desire that this SaaS Agreement serve as a master agreement between them for the purposes of any Orders that Customer may place with IDVerifact or a Partner, from time to time.

1. DEFINITIONS

As used in this SaaS Agreement:

"**Anti-Corruption Laws**" has the meaning given thereto in Section 12.11.

"**Business Day**" means any day other than a Saturday, Sunday or statutory holiday in [insert applicable city].

"**Customer Content**" has the meaning given thereto in Section 6.4.

"**Customer Data**" means any data of any type that is submitted by or on behalf of Customer to the SaaS Service for storage in a data repository in the course of using the SaaS Service.

"**Customer Personal Data**" means all Customer Data relating to an identified or identifiable natural person, household or device.

"**Documentation**" means the user guides, online help, and release notes, provided or made available by IDVerifact to Customer regarding the use or operation of the SaaS Services.

"**DPA**" means the provisions detailed in the Customer Data Processing Addendum as described on IDVerifact's website at <https://idverifact.com/legal>

"**Effective Date**" has the meaning given thereto in Section 6.1.

"**Feedback**" has the meaning given thereto in Section 4.3.

"**Force Majeure Event**" has the meaning given thereto in Section 12.3.

"**Identity Detail**" means, if applicable to the SaaS Services to which Customer has subscribed, a composite payload of identity data for an individual natural person, or individual legal person including corporations, organizations, commercial businesses, or other user that will be granted access to and/or managed by such SaaS Services.

"**Order**" means the schedule, quotation, statement of work, or other document(s) by which Customer orders the SaaS Services or Other Services pursuant to this SaaS Agreement.

"**Other Services**" means all technical and non-technical professional services identified in an Order and performed or delivered by IDVerifact under this SaaS Agreement, consisting solely of implementation services, implementation support, best practices consultations, integration efforts, and training and education services, in each case which are provided on a non-work for hire basis and documented in statements of work mutually agreed to by the parties. For purposes of clarity, Other Services does not include the SaaS Services or the SaaS Support (as defined herein).

"**Partner**" means a reseller or distributor that has an agreement with IDVerifact that authorizes them to resell the SaaS Services or Other Services.

"**Partner Order**" has the meaning given thereto in Section 5.2(b).

"**Required Software**" means, if applicable to the SaaS Services to which Customer has subscribed, a virtual machine that connects Customer's target sources using public application programming interfaces, connectors, and integrations to the SaaS Services. If applicable, Required Software will be identified in the relevant Documentation.

"**SaaS Services**" means the specific IDVerifact internet-accessible software-as-a-service(s) offering(s) identified in an Order and hosted by IDVerifact, its affiliates or service providers and made available to Customer over a network on a term-use basis.

"**SaaS Support**" has the meaning given thereto in Section 2.4.

"**Sensitive Data**" means any data that constitutes sensitive personal data or like terms under applicable data privacy laws, intellectual

property, proprietary business models, and any data which may be subject to the Health Insurance Portability and Accountability Act, Gramm-Leach-Bliley Act, the Payment Card Industry Data Security Standards, or similar laws, including, without limitation, social security or other government-issued identification numbers, medical or health information, account security information, individual financial account information, credit/debit/gift or other payment card information, account passwords, individual credit and income information.

"**Services**" means the SaaS Services, SaaS Support, and Other Services.

"**SLA**" has the meaning given thereto in Section 2.4.

"**Solution Provider**" means a third-party provided digital identity or digital attribute solution providing identity-related data supporting the SaaS Service.

"**Term**" means that period(s) specified in an Order during which Customer will have access to and use of the SaaS Services, as the same may be renewed or extended in accordance with the applicable Order.

"**SaaS Support**" has the meaning given thereto in Section 4.4

"**User**" means an employee or independent contractor of Customer or other IDVerifact SaaS user that Customer authorizes to use the SaaS Services on Customer's behalf.

2. SAAS SERVICES

2.1. **Provision of SaaS Services.** During the Term, IDVerifact grants Customer a limited, non-exclusive, non-transferable (except in accordance with Section 12.1 (Assignment)), non-sublicensable right to access and use the SaaS Services in accordance with the Documentation, solely for Customer's internal business operations, in each case subject to the terms of this SaaS Agreement, including, if applicable, the number of IDVerifact SaaS instances and or tenants per instance documented in the Order. Customer agrees that its purchase of the Services is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by IDVerifact with respect to future functionality or features.

2.2. **Required Software.** Customer acknowledges that use of certain SaaS Services requires the installation of the Required Software as a pre-requisite for using such SaaS Services. Customer agrees to install such Required Software, including any required updates if and when available. To the extent applicable to the SaaS Services to which Customer has subscribed, IDVerifact hereby grants to Customer a limited, non-exclusive, non-transferable (except in accordance with Section 12.1 (Assignment)), non-sublicensable license to install, execute, copy, display, or otherwise use the Required Software in accordance with the Documentation, solely in connection with the Services, during the Term, in each case subject to the terms of this SaaS Agreement.

2.3. **Users.** Customer will cause Users to abide by the terms of this SaaS Agreement. Any action or omission of a User, which, if attributable to Customer would constitute a breach of this SaaS Agreement by Customer, will be deemed to be a breach of this SaaS Agreement by Customer. IDVerifact may terminate or suspend any User's access to the SaaS Services for any breach without notice.

- 2.4. **SaaS Support.** During the Term, IDVerifact will provide Customer with support services (the “**SaaS Support**”) in accordance with IDVerifact’s SaaS Support Policy as described on IDVerifact’s website at <https://idverifact.com/legal>, as may be amended from time to time.
- 2.5. **Service Level Agreement.** The SaaS Service Level Agreement (“**SLA**”) for the production instance of the SaaS Service is set forth in IDVerifact’s SLA as described on IDVerifact’s website at <https://idverifact.com/legal>, as may be amended from time to time.
- 3. CUSTOMER RESPONSIBILITIES AND RESTRICTIONS**
- 3.1. **Customer Responsibilities.** Customer is responsible for all activities conducted by it or through the accounts of its Users on the SaaS Services. Except for IDVerifact’s obligations described in Section 8 (Confidentiality) and Section 9 (Data Security and Processing), Customer shall (i) have sole responsibility for the accuracy, security quality, and legality of the Customer Data and the means by which Customer acquired the Customer Data and the right to provide the Customer Data for the purposes of this SaaS Agreement (including ensuring the receipt of all permissions from individuals and other third parties as may be necessary in order to provide the Customer Data for the purposes contemplated in this SaaS Agreement); (ii) be responsible for the security and confidentiality of Customer’s and its Users’ account information; (iii) be responsible for maintaining a back-up of all Customer Data; and (iv) prevent unauthorized access to, or use of, the Services, and notify IDVerifact promptly of any such unauthorized access or use.
- 3.2. **Compliance with Laws.** Customer shall comply with all applicable local, state, national, and foreign laws, rules, and regulations (“**laws**”) in connection with its use of the Services, collection and other processing of all Customer Data, and performance under this SaaS Agreement, including those laws related to employment, data privacy and protection, and international activities. Customer acknowledges that IDVerifact exercises no control over the Customer Data transmitted by Customer or Users to or through the SaaS Services. IDVerifact may impose limits on the use or access to the Services as required by applicable law.
- 3.3. **Restrictions.** Customer and its Users shall not, and shall not permit any third party to: (i) copy or republish the Services; (ii) make the Services available to any person other than Users; (iii) rent, lend, sell, sublicense, or use the Services to provide service bureau, time-sharing or other services to third parties; (iv) send or store in the SaaS Services any Sensitive Data, which Sensitive Data is not necessary for IDVerifact to provide the Services, (v) connect to the SaaS Services in any country that has data residency or data transmission restrictions, including, but not limited to, Russia and the People’s Republic of China; (vi) send or store viruses, spyware, ransomware, timebombs, Trojan horses, or other harmful or malicious code, or files to or in connection with the Services; (vii) send or store infringing, offensive, harassing or otherwise unlawful material in connection with the Services; (viii) modify or create derivative works based upon the Services or Documentation; (ix) remove, modify, or obscure any copyright, trademark, or other proprietary notices contained in the Services or Documentation; (x) reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code used or embodied in the SaaS Services, which for the avoidance of doubt includes the related algorithms, methods, and techniques; (xi) access or use the Services or Documentation in order to build a similar or competitive product, or (xii) exploit the Services or Documentation in any unauthorized way whatsoever, including by trespassing or burdening network capacity. If for some reason these restrictions are prohibited by applicable law or by an agreement IDVerifact has with one of its licensors, then the activities are permitted only to the extent required to comply with such law or agreement.
- 4. INTELLECTUAL PROPERTY**
- 4.1. **Ownership and Reservation of Rights of IDVerifact Intellectual Property.** IDVerifact, its affiliates and its licensors own and, except for the limited rights expressly granted to Customer under this SaaS Agreement, retain all right, title, and interest in and to the Services, Documentation and any other materials provided by IDVerifact or its licensors under this SaaS Agreement, including all modifications and derivative works related thereto and intellectual property rights therein. No rights are granted to Customer under this SaaS Agreement other than as expressly set forth in this SaaS Agreement.
- 4.2. **Rights in Customer Data.** As between IDVerifact and Customer, Customer owns the Customer Data. Customer hereby grants and agrees to grant to IDVerifact and its affiliates a worldwide, non-exclusive, transferable, sublicensable, royalty-free license to host, copy, transmit, display, and process the Customer Data as reasonably necessary to (a) provide the Services to Customer and (b) monitor, modify, and improve (including develop) the SaaS Services; *provided, however*, that with respect to any such Customer Data that constitutes Customer Personal Data, the use described in (b) shall not include building, maintaining or modifying household or consumer profiles, or cleaning or augmenting data acquired from Solution Providers or another source.
- 4.3. **Feedback.** To the extent Customer or any of its Users provides any suggestions for modification or improvement or other comments, code, information, know-how, or other feedback (whether in oral or written form) relating to the Services (“**Feedback**”), Customer hereby grants to IDVerifact a perpetual, irrevocable, worldwide, non-exclusive, transferable, sublicensable, royalty-free license to use and commercially exploit the Feedback in any manner IDVerifact sees fit without accounting or other obligation.
- 4.4. **Statistical Usage Data.** IDVerifact may collect, retain, and use, during and after the Term for purposes of IDVerifact’s business, usage data that is derived from the operation of the SaaS Services, including patterns identified through the use of the SaaS Services and algorithms, log data, and data regarding the performance and availability of the Services (“**Usage Data**”). If IDVerifact provides Usage Data to any third party (for example, a report on the aggregate number of identities processed with IDVerifact’s SaaS Services), such Usage Data shall be aggregated and anonymized so as not to disclose Customer’s or any User(s) identity.
- 5. ORDERS AND PAYMENT**
- 5.1. **Orders.** Customer may purchase Services by either (a) entering into an Order with IDVerifact or (b) entering into an Order with a Partner that is subsequently acknowledged by IDVerifact in writing or following notification of an Order to IDVerifact from the Partner. IDVerifact sends a delivery notice to Customer via email. Each Order with IDVerifact shall be signed by both Customer and IDVerifact or issued by IDVerifact and acknowledged by Customer via the issuance of a purchase order that incorporates by reference the applicable Order and subsequently accepted by IDVerifact. All Orders placed through a Partner will be subject to pricing mutually agreed to between Customer and Partner. All Services purchased by Customer through either IDVerifact or a Partner shall be governed exclusively by this SaaS Agreement and, subject to Section 12.5, the applicable Order.
- 5.2. **Fees: Invoicing and Payment.**
- (a) **Direct Purchases from IDVerifact.** For direct purchases with IDVerifact, all fees for the Services shall be set forth in the applicable Order. All fees are exclusive of sales and use taxes, value added taxes (VAT), or similar charges. Unless otherwise provided in the Order, IDVerifact shall invoice Customer for all fees described therein on or promptly following the Order effective date. Customer shall pay all invoices (except to the extent of any charges then under reasonable and good faith dispute) within thirty (30) days from date of invoice. Except as expressly provided otherwise herein, fees are non-refundable, non-cancellable and not subject to set-off. All fees shall be stated in and paid by the Customer in the currency stated in each Order. If any fees (except with respect to charges then under reasonable and good faith dispute) remain unpaid by their due date, in addition to any other rights or remedies it may have under this SaaS Agreement or by matter of law, (i) IDVerifact reserves the right to suspend the Services upon thirty (30) days written notice to Customer until such amounts are paid in full, and (ii) any such unpaid fees may accrue, at IDVerifact’s discretion, interest at the rate of the lesser of one and one-half (1.5%) percent of the outstanding balance per month or the

maximum rate permitted by law from the date such fees were due until the date paid. Further, Customer shall be responsible for all costs and expenses associated with IDVerifact's collection of such fees, including reasonable attorneys' fees IDVerifact may incur in connection with such collection efforts. Suspension of the Services under this section shall not release Customer of its payment obligations under this SaaS Agreement.

(b) Purchases Through a Partner. For any Services purchased by Customer through a Partner, the pricing and payment terms are established through the order or agreement entered into by and between Customer and such Partner ("**Partner Order**") and all payments will be made directly to Partner. If a Partner is entitled to terminate or suspend any Services purchased by Customer through such Partner pursuant to the Partner Order and notifies IDVerifact of such, IDVerifact may suspend or terminate the Services identified by such Partner. Subsequently, if Partner notifies IDVerifact that Customer is entitled to reinstatement of any Services purchased by Customer through such Partner pursuant to the Partner Order, and Customer is otherwise in compliance with the terms of this SaaS Agreement, IDVerifact shall reinstate such Services as soon as reasonably practicable. IDVerifact shall not be liable to Customer or to any third party for any liabilities, claims, or expenses arising from or relating to any suspension or termination of Services in accordance with this Section 5.2(b).

5.3. Expenses. Unless otherwise specified in an Order, Customer will reimburse IDVerifact for all pre-approved, out-of-pocket travel and related expenses incurred in performing the Other Services. IDVerifact

will include reasonably detailed documentation of all such expenses with each related invoice.

5.4. Taxes. Customer is responsible for payment of all sales and use taxes, value added taxes (VAT), or similar charges relating to Customer's purchase and use of the Services, excluding taxes based on IDVerifact's net income. If IDVerifact has a legal obligation to pay or collect taxes for which Customer is responsible under this SaaS Agreement, the appropriate amount shall be computed based on Customer's address listed under Customer Information above and invoiced to and paid by Customer, which amounts are in addition to the fees for the Services, unless Customer provides IDVerifact with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. TERM, SUSPENSION, AND TERMINATION

6.1. Term. The term of this SaaS Agreement shall begin on the date that Customer enters into an Order pursuant to Section 5.1 (Orders) (the "**Effective Date**") and continues until the stated Term in all Orders has expired or has otherwise been terminated. This SaaS Agreement may be terminated at any time by mutual agreement of IDVerifact and Customer.

6.2. Termination for Material Breach. Either party may terminate this SaaS Agreement if the other party fails to cure any material breach within thirty (30) days after receipt of written notice of such breach. Upon any termination of this SaaS Agreement by Customer for a material breach by IDVerifact pursuant to this Section 6.2, IDVerifact will refund Customer a pro-rata portion of any prepaid fees paid by Customer to IDVerifact that cover the remainder of the Term after the effective date of termination and a pro-rata portion of any prepaid fees paid by Customer to IDVerifact for Other Services that cover Other Services that have not been delivered as of the effective date of termination.

6.3. Suspension for Ongoing Harm. IDVerifact reserves the right to suspend delivery of the SaaS Services if IDVerifact reasonably concludes that Customer or a User's use of the SaaS Services is causing immediate and ongoing harm to IDVerifact or the security, integrity, or availability of the SaaS Services. IDVerifact will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to such suspension. In the extraordinary case that IDVerifact must suspend delivery of the SaaS Services, IDVerifact shall promptly notify Customer of the suspension and the parties shall diligently attempt to resolve the issue. IDVerifact shall not be liable to Customer or to any third party for any liabilities, claims or expenses

arising from or relating to any suspension of the SaaS Services in accordance with this Section 6.3. Nothing in this Section 6.3 will limit IDVerifact's other rights under this Section 6.

6.4. Retrieval of Customer Content. Upon request by Customer made at least thirty (30) days prior to the effective date of the termination of this SaaS Agreement, IDVerifact will make available to Customer, at no cost, for a maximum of thirty (30) days following such termination for download a file of the Customer Data then-currently stored in the SaaS Services ("**Customer Content**"). After such thirty (30)-day period, IDVerifact shall have no obligation to maintain or provide any Customer Content and shall thereafter, unless legally prohibited, be entitled to delete all Customer Content; provided, however, that IDVerifact will not be required to remove copies of the Customer Content from its backups until such time as the backup copies are scheduled to be deleted in the normal course of business; provided further that in all cases IDVerifact will continue to protect the Customer Content in accordance with Section 8 (Confidentiality). Additionally, during the Term, Customer may extract Customer Content from the SaaS Services using IDVerifact's standard web services.

6.5. Effect of Termination. Upon expiration or termination of this SaaS Agreement, all licenses to the Required Software and access to the SaaS Services granted to Customer under this SaaS Agreement and all Orders placed hereunder shall immediately terminate and Customer will cease using the SaaS Services, (except as permitted under Section 6.4 (Retrieval of Customer Content)) and IDVerifact Confidential Information. Expiration or termination of this SaaS Agreement for any reason other than termination by Customer for a material breach by IDVerifact pursuant to Section 6.2 (Termination for Material Breach) shall not relieve Customer of the obligation to pay all future amounts due under all Orders. Sections 3.3 (Restrictions), 4 (Intellectual Property), 5.2 (Fees; Invoicing and Payment), 6.5 (Effect of Termination), 7.2 (Disclaimer), 8 (Confidentiality), 10 (Indemnification), 11 (Limitations of Liability) and 12 (General

Provisions) shall survive the expiration or termination of this SaaS Agreement for any reason.

7. WARRANTIES AND REMEDIES, AND DISCLAIMERS

7.1. Warranties and Remedies.

(a) General. Each party represents and warrants that it has the legal power and authority to enter into and perform under this SaaS Agreement. IDVerifact shall comply with all laws applicable to IDVerifact in its performance hereunder.

(b) SaaS Services. IDVerifact warrants that during the Term the SaaS Services will perform substantially in accordance with the Documentation. As Customer's exclusive remedy and IDVerifact's sole liability for breach of the warranty set forth in this Section 7.1(b), (i) IDVerifact shall correct the non-conforming SaaS Services at no additional charge to Customer, or (ii) in the event IDVerifact is unable to correct such deficiencies after good-faith efforts and within a commercially reasonable timeframe, Customer shall be entitled to terminate the applicable SaaS Services and IDVerifact will refund Customer a pro-rata portion of any prepaid fees attributable to the defective SaaS Services paid by Customer to IDVerifact from the date IDVerifact received the notice contemplated in the next sentence. To receive warranty remedies, Customer must promptly report deficiencies in writing to IDVerifact, but no later than thirty (30) days of the first date the deficiency is identified by Customer. The warranty set forth in this Section 7.1(b) shall apply only if the applicable SaaS Services has been utilized in accordance with the Documentation, this SaaS Agreement, and applicable law.

(c) Other Services. IDVerifact warrants that the Other Services will be performed in a professional manner consistent with applicable industry standards. As Customer's exclusive remedy and IDVerifact's sole liability for breach of the warranty set forth in this Section 7.1(c), IDVerifact will, at its sole option and expense, promptly re-perform any Other Services that fail to meet this limited

warranty or refund to Customer the fees paid for the non-conforming portion of the Other Services.

7.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED IN THIS SECTION 7 AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IDVERIFACT MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, ACCURACY OF INFORMATIONAL CONTENT, SYSTEMS INTEGRATION, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT OR OTHERWISE. IDVERIFACT DOES NOT WARRANT THAT THE SAAS SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. IDVERIFACT MAKES NO WARRANTY REGARDING ANY NON-IDVERIFACT APPLICATION WITH WHICH THE SAAS SERVICES MAY INTEROPERATE. THE LIMITED WARRANTIES PROVIDED IN THIS SECTION 7 ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE SUBJECT MATTER OF THIS SAAS AGREEMENT.

8. CONFIDENTIALITY

- 8.1. As used in this SaaS Agreement, "**Confidential Information**" means all proprietary, non-public information disclosed by a party (the "**Disclosing Party**") to the other party (the "**Receiving Party**"), directly or indirectly, which, (a) if in written, graphic, machine-readable or other tangible form, is marked as "confidential" or "proprietary," (b) if disclosed orally or by demonstration, is identified at the time of initial disclosure as confidential and is confirmed in writing to the Receiving Party to be "confidential" or "proprietary" within thirty (30) days of such disclosure, or (c) reasonably appears to be confidential or proprietary because of the circumstances of disclosure and the nature of the information itself, including the Customer Data, terms of this SaaS Agreement, each Order, the Services and Documentation, business and marketing plans, technology and technical information, product designs, and business processes of either party.
- 8.2. "**Confidential Information**" does not include information that:
- (a) is known publicly at the time of the disclosure by the Disclosing Party or becomes known publicly after disclosure through no fault of the Receiving Party;
 - (b) is known to the Receiving Party at the time of disclosure by the Disclosing Party due to previous receipt from a source that was not bound by confidentiality obligations to the Disclosing Party at that time; or
 - (c) is independently developed by the Receiving Party without use of or reference to the Confidential Information as demonstrated by the written records of the Receiving Party.
- 8.3. The Receiving Party shall not (a) use the Confidential Information of the Disclosing Party except to exercise its rights and perform its obligations under this SaaS Agreement or (b) disclose such Confidential Information to any third party, except those of its employees, service providers, agents, and representatives who are subject to confidentiality obligations at least as stringent as the obligations set forth herein and have a "need to know" in order to carry out the purpose of this SaaS Agreement. The Receiving Party shall use at least the same degree of care it uses to protect its own confidential information of like nature, but not less than a reasonable degree of care, to protect the Confidential Information of the Disclosing Party.
- 8.4. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent such disclosure is required by law or order of a court or other governmental authority; provided that the Receiving Party shall use commercially reasonable efforts to promptly notify the Disclosing Party prior to such disclosure to enable the Disclosing Party to seek a protective order or otherwise prevent or restrict such disclosure.
- ## 9. DATA SECURITY AND PROCESSING
- 9.1. Security Program. IDVerifact will maintain administrative, physical, and technical safeguards designed to protect the security and confidentiality of Customer Data, including measures designed to prevent unauthorized access, use, modification, or disclosure of Customer Personal Data. IDVerifact's current SaaS data security programs for each SaaS Service are described on IDVerifact's website at <https://idverifact.com/legal>. With respect to the SaaS Services IDVerifact will operate in conformance with the physical, technical,

operational, and administrative measures and protocols regarding data security that are set forth in its then-current ISO27001 certifications received from its third-party auditors.

9.2. Data Processing Agreement. The DPA sets forth the terms and conditions under which IDVerifact may receive and process Customer Personal Data from Customer. To the extent applicable, the DPA, as entered into between IDVerifact and the Customer, shall apply with respect to IDVerifact's processing of Customer Personal Data in the course of providing Services pursuant to this SaaS Agreement.

10. INDEMNIFICATION

- 10.1. Indemnification by IDVerifact. Subject to Section 10.3 (Indemnity Process), IDVerifact will defend Customer from all claims, demands, suits, or proceedings brought against Customer by a third party alleging that the SaaS Services, as provided by IDVerifact to Customer under this SaaS Agreement, infringe any patent, copyright, or trademark or misappropriate any trade secret of that third party (each, an "**Infringement Claim**"). IDVerifact will indemnify Customer for all damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, authorized arbitral panel, or paid to a third party in accordance with a written settlement agreement signed by IDVerifact, in connection with an Infringement Claim. In the event any such Infringement Claim is brought, or in IDVerifact's reasonable opinion is likely to be brought, IDVerifact may, at its option: (a) procure the right to permit Customer to continue use of the SaaS Services, (b) replace or modify the SaaS Services with a non-infringing alternative having substantially equivalent performance within a reasonable period of time, or (c) if the foregoing options are not reasonably practicable, terminate the applicable Order and repay to Customer any prepaid fees paid by Customer under such Order to IDVerifact with respect to any period of time following the termination date. Notwithstanding the foregoing, IDVerifact shall have no liability for any Infringement Claim of any kind to the extent that it relates to (i) modification of the SaaS Services by a party other than IDVerifact, (ii) use of the SaaS Services in combination with any other product, service, or device, if the infringement would have been avoided by the use of the SaaS Services without such other product, service, or device, or (iii) use of the SaaS Services other than in accordance with the Documentation and this SaaS Agreement. The indemnification obligations set forth in this Section 10.1 are Customer's exclusive remedy and IDVerifact's sole liability with respect to IDVerifact's infringement or misappropriation of third-party intellectual property rights of any kind.
- 10.2. Indemnification by Customer. Subject to Section 10.3 (Indemnity Process), Customer will defend IDVerifact and its affiliates from any and all claims, demands, suits, or proceedings brought against IDVerifact by a third party alleging a violation of a User's or third party's rights arising from or related to the Customer Data, including the Customer's provision of the Customer Data to IDVerifact or its affiliates or their respective use of the Customer Data in connection with providing the Services in accordance with this SaaS Agreement. Customer will indemnify IDVerifact for all damages and costs (including reasonable attorneys' fees) finally awarded by a court of competent jurisdiction, authorized arbitral panel, or paid to a third party in accordance with a written settlement agreement signed by Customer, in connection with any such claims, demands, suits, or proceedings.
- 10.3. Indemnity Process. The party seeking indemnification under this Section 10 ("**Indemnitee**") must (a) promptly notify the other party ("**Indemnitor**") of the claim (provided that any failure to provide such prompt written notice will only relieve the Indemnitor of its obligations to the extent its ability to defend such claim is materially prejudiced by such failure), (b) give the Indemnitor sole control of the defense and settlement of the claim (provided that Indemnitor shall not consent to entry of any judgment or admission of any liability of the Indemnitee without the prior written approval of the Indemnitee (which consent will not be unreasonably withheld or delayed)), and (c) provide reasonable assistance, cooperation, and required information

with respect to the defense and settlement of the claim, at the Indemnitor's expense. At its own expense, the Indemnitee may retain separate counsel to advise the indemnitee regarding the defense or settlement of the claim

11. LIMITATIONS OF LIABILITY

11.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS SAAS AGREEMENT EXCEED THE AMOUNT OF FEES PAID OR PAYABLE BY CUSTOMER UNDER THE ORDER GIVING RISE TO THE CLAIM FOR THE 12 MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATION SHALL APPLY WHETHER AN ACTION IS IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY.

11.2. NOTWITHSTANDING THE FOREGOING THE LIMITATION OF LIABILITY SET FORTH IN SECTION 11.1 SHALL NOT APPLY TO ITS LIABILITY FOR:

- (A) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD;
- (B) DAMAGES RESULTING FROM EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY); OR
- (C) CUSTOMER'S PAYMENT OBLIGATIONS.

11.3. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING (BY WAY OF EXAMPLE AND NOT AN EXHAUSTIVE LIST), LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION, LOSS OF USE, OR OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS SAAS AGREEMENT, HOWEVER CAUSED AND WHETHER IN CONTRACT, TORT, OR OTHERWISE AND REGARDLESS OF THE THEORY OF LIABILITY AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. NOTWITHSTANDING THE IMMEDIATELY PRECEDING SENTENCE, THE FOLLOWING SHALL BE EXCLUDED FROM THE LIMITATIONS SET FORTH IN THIS SECTION 11.2:

- (A) DAMAGES RESULTING FROM EITHER PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD; AND
- (B) DAMAGES RESULTING FROM EITHER PARTY'S BREACH OF SECTION 8 (CONFIDENTIALITY).

11.4. THE LIMITATION OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN WILL APPLY REGARDLESS OF THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY. BOTH PARTIES HEREUNDER SPECIFICALLY ACKNOWLEDGE THAT THE LIMITATIONS OF LIABILITY AND EXCLUSION OF CERTAIN DAMAGES STATED HEREIN ARE REFLECTED IN THE PRICING AND BUT FOR SUCH LIMITATIONS AND EXCLUSIONS, IDVERIFACT WOULD NOT HAVE MADE THE SERVICES AVAILABLE TO CUSTOMER.

12. GENERAL PROVISIONS

12.1. Assignment. The Customer may not assign this SaaS Agreement or otherwise transfer any right or obligation under this SaaS Agreement, without the prior written consent of IDVerifact. Any attempt by Customer to assign or transfer its rights or obligations under this SaaS Agreement other than as permitted by this Section 12.1 shall be void and of no effect. Subject to the foregoing, this SaaS Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns. Either party may employ subcontractors in performing its duties under this SaaS Agreement, provided, however, that such party shall not be relieved of any obligation under this SaaS Agreement and subject (as applicable) to the applicable sub-processing terms of the DPA.

12.2. Notices. Except as otherwise expressly permitted in this SaaS Agreement, notices under this SaaS Agreement shall be in writing and shall be deemed to have been given (a) five (5) Business Days after mailing if sent by registered or certified mail, (b) when personally delivered, or (c) one (1) Business Day after deposit for overnight delivery with a recognized courier for U.S. or Canadian deliveries (or three (3) Business Days for international deliveries).

12.3. Force Majeure Event. If the performance of this SaaS Agreement or any obligation hereunder (other than obligations of payment) is

prevented, delayed or restricted by reasons beyond the reasonable control of a party, including acts of God, labor disputes or other industrial disturbances, fire, explosion, electrical or power outages, utilities or other telecommunications failures, earthquake, flood, storms or other elements of nature, blockages, embargoes, riots, actor orders of government, acts of terrorism (including cyber terrorism), war, computer related attacks or hacking, acts or omissions of Internet traffic carriers, acts or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the provision of the Services) (each, a "**Force Majeure Event**"), the party so affected shall be excused from such performance and liability to the extent of such prevention, delay or restriction.

12.4. Equitable Relief. The parties agree that a material breach of Section

8 (Confidentiality) or Section 3.3 (Restrictions) would cause irreparable injury to the non-breaching party for which monetary damages alone would not be an adequate remedy, and therefore the non-breaching party shall be entitled to equitable relief in addition to any other remedies it may have hereunder or at law, without the requirement of posting bond or proving actual damages.

12.5. Entire Agreement. This SaaS Agreement together with the documents incorporated herein by reference contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all previous oral and written communications, representation, understandings, and agreements by the parties concerning the subject matter of this SaaS Agreement. No terms, provisions or conditions contained in any purchase order, sales confirmation, or other business form that either party may use in connection with the transactions contemplated by this SaaS Agreement will have any effect on the rights or obligations of the parties under, or otherwise modify, this SaaS Agreement. If there is any conflict between the terms of this SaaS Agreement and any Order or similar ordering document with a Partner, the terms of this SaaS Agreement shall control unless IDVerifact and Customer expressly agree otherwise in the applicable Order or other document signed by both parties by specific reference to this Section and the Section(s) of this SaaS Agreement that are modified. Where IDVerifact is required to "click through" or otherwise accept any online terms as a condition to its provision or receipt of Services, such terms are not binding and shall not be deemed to modify this SaaS Agreement. No modification, amendment, or waiver of any provision of this SaaS Agreement will be effective unless in writing and signed by authorized representatives of both parties hereto. Any failure to enforce any provision of this SaaS Agreement shall not constitute a waiver thereof

or of any other provision and a waiver of any breach of this SaaS Agreement shall not constitute a waiver of any other or subsequent breach.

12.6. Publicity. During the term of this SaaS Agreement, IDVerifact may include Customer's name and logo in its customer lists, including on its website. To the extent Customer provides standard trademark usage guidelines, IDVerifact shall use Customer's name and logo in accordance with such guidelines.

12.7. Government End User. If Customer is a U.S. government entity or if this SaaS Agreement otherwise becomes subject to the Federal Acquisition Regulations ("**FAR**"), Customer acknowledges that elements of the Service constitute software and documentation and are provided as "Commercial Items" and are being licensed to U.S. Government End User as "Commercial Computer Software," in each case as defined in 48 C.F.R. 2.101, subject to the restrictions set forth in 48 C.F.R. 12.201, 12.211 and 12.212 and the terms of this SaaS Agreement. If licensed to any agency within the Department of Defense ("**DOD**"), the U.S. Government acquires a license to this Commercial Computer Software and/or Commercial Computer Software Documentation subject to the terms of this SaaS Agreement as specified in 48 C.F.R. 227.7202-3, and the restrictions set forth therein, of the DOD FAR Supplement

("DFARS") and its successors. The use of the Services by the U.S. Government End User constitutes acknowledgement of IDVerifact's proprietary rights in the Service and the Government End User shall only use the Services as set forth in this SaaS Agreement. This Government End User Section 12.7 is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses other rights in computer software or technical data.

- 12.8. Export Laws. Export laws of the United States and any other relevant local export laws apply to the Services. Customer agrees that such export laws govern its use of the Services (including technical data) and any materials provided under this SaaS Agreement, and Customer agrees to comply with all such export laws. Customer agrees that no data, information, software programs, or other materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws. Each party represents that it is not named on any U.S. government list of persons or entities with which U.S. persons are prohibited from transacting, nor owned or controlled by or acting on behalf of any such persons or entities, and Customer will not access or use the Service in any manner that would cause any party to violate any U.S. or international embargo, export control law, or prohibition.
- 12.9. Independent Contractors, No Third-Party Beneficiaries. The parties have the status of independent contractors, and nothing in this SaaS Agreement nor the conduct of the parties will be deemed to place the parties in any other relationship. Except as provided in this SaaS Agreement, neither party shall be responsible for the acts or omissions of the other party or the other party's personnel. There are no third-party beneficiaries under this SaaS Agreement.
- 12.10. Governing Law, Attorneys' Fees, and Severability. This SaaS Agreement is governed by the laws of Canada and the Province of Ontario excluding any of its conflict of law principles that would apply laws of another jurisdiction, and the exclusive venue for any dispute relating to this SaaS Agreement shall be the courts located in Toronto, Ontario. In any court action at law or equity, which is brought by one of the parties to enforce or interpret the provisions of this SaaS Agreement, the prevailing party will be entitled to reasonable attorneys' fees, in addition to any other relief to which that party may be entitled. The United Nations Convention on

Contracts for the International Sale of Goods does not apply. If any term of this SaaS Agreement is held to be invalid or unenforceable, that term shall be reformed.

- 12.11. Anti-Bribery/Corruption. Neither party (i) has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this SaaS Agreement or (ii) has made, paid, given, or agreed to make, pay, or give any bribe, kickback, payment, gift, or thing of value to any foreign government official or other person in violation of applicable laws related to the prevention of corruption, including the U.S. Foreign Corrupt Practices Act of 1977, as amended ("**Anti-Corruption Laws**") in connection with this SaaS Agreement. Both parties agree to comply with Anti-Corruption Laws in relation to this SaaS Agreement. If either party learns of any violation of the foregoing restriction, such party will use reasonable efforts to promptly notify the other party.
- 12.12. Interpretation. For purposes of interpreting this SaaS Agreement, (a) unless the context otherwise requires, the singular includes the plural, and the plural includes the singular; (b) unless otherwise specifically stated, the words "herein," "hereof," and "hereunder" and other words of similar import refer to this SaaS Agreement as a whole and not to any particular section or paragraph; (c) the words "include" and "including" will not be construed as terms of limitation, and will therefore mean "including but not limited to" and "including

without limitation"; (d) unless otherwise specifically stated, the words "writing" or "written" mean preserved or presented in retrievable or reproducible form, whether electronic (including email but excluding voice mail) or hard copy; and (e) the captions and section and paragraph headings used in this SaaS Agreement are inserted for convenience only and will not affect the meaning or interpretation of this SaaS Agreement. This SaaS Agreement may be executed in one or more counterparts, either in original, facsimile or scanned electronic form, each of which so executed shall constitute an original and all of which together shall constitute one and the same agreement.

Company: _____
Signature: _____
Name: _____
Title: _____
Date Signed: _____

Company: IDVerifact Inc.
Signature: _____
Name: Tom Beckerman
Title: CEO
Date Signed: _____