
JUMIO TERMS AND CONDITIONS

These Jumio Terms and Conditions (“**Terms**”) and accompanying Sales Order(s) (collectively, the “**Agreement**”) are entered into between the Jumio entity indicated on the Sales Order (“**Jumio**”) and the Customer indicated on the Sales Order, and are effective as of the Effective Date of the applicable Sales Order. Jumio and Customer are referred to in this Agreement individually as a “**Party**” and collectively as “the **Parties**”. Any capitalized term used but not defined in these Terms has the meaning ascribed to it in the applicable Sales Order(s).

1. SALES ORDERS; SERVICE LICENSE; TRANSACTIONS; CUSTOMER PORTAL.

- 1.1 **Sales Orders.** The Parties may enter into Sales Orders (each and collectively, “**Order**”) for the provision of Jumio’s identity verification, transaction monitoring and other services, and related integration and support services, specified in an Order (each and collectively, “**Service**”). Each Order will reference this Agreement, be signed by both Parties, and specify the Service selected, its term, fees, quantities and other relevant terms. Each Order is subject to this Agreement. This Agreement also includes any Jumio supplemental terms incorporated herein by reference.
- 1.2 **Provision of the Service.** Subject to Customer’s compliance with this Agreement, Jumio will provide the Service to Customer in accordance with the terms of this Agreement. Customer will make access to the Service available to its end users, including Customer’s actual and potential customers, (each a “**User**”) solely for the purposes set forth in, and in accordance with the terms of, this Agreement. Customer will enter into contracts directly with Users, and acknowledges that Jumio is not a party to those contracts. Notwithstanding the foregoing, to the extent Customer limits its liability in its contracts with Users, Customer shall limit Jumio’s liability (as Customer’s licensor or supplier) to the same extent, and include Jumio as a third party beneficiary of any arbitration provisions.
- 1.3 **Service License.** Subject to Customer’s compliance with this Agreement, Jumio grants to Customer for the term of the applicable Order a worldwide, limited, non-exclusive, non-transferable, non-assignable, revocable license to access and use the Service identified in an Order, in accordance with the Documentation (as defined in Section 2.1(g)), solely for Customer’s internal business purposes to provide services directly to Users, limited to the quantities set forth in the applicable Order. To the extent any software is provided by Jumio to Customer for use in connection with the Service (the “**Software**”), or Documentation is provided to Customer, that Software and Documentation are included in the definition of Service and subject to the foregoing license and its related restrictions. All Software and Documentation may only be used in support of Customer’s use of the Service and for no other purpose. Jumio reserves all rights in the Service not expressly granted in this Section. The license grant set forth in this Section extends to Customer’s affiliates, (i.e., entities controlled by, controlling or under common control with Customer) who have been approved by Jumio in writing, limited to the quantities as set forth in the applicable Order and subject to such affiliate’s compliance with the terms of this Agreement. Customer and its affiliates shall be jointly and severally liable under this Agreement.
- 1.4 **User Information; Transactions.** In Customer’s use of the Service, Customer will supply to Jumio information related to Users and otherwise cause Users to supply information to Jumio, including personally identifiable information, images and metadata (collectively, “**User Information**”) in compliance with Sections 2.2 (Acceptable Use) and 2.3 (Compliance, Consents, and Notifications).

Customer represents and warrants that it has the legal right to use and supply the User Information to Jumio. Jumio may also obtain User Information directly from Users. A “**Transaction**” is a scan of User Information submitted to Jumio which Jumio processes as described in the applicable Documentation for the Service and, depending on the Service, returns one of Jumio’s standard acknowledgement responses or returns one or more structured data fields for the purpose of Customer conducting business with the User.

- 1.5 **Customer Portal.** Jumio will grant Customer access to a portal hosted by Jumio (the “**Customer Portal**”) in which Customer may: (a) access Documentation; (b) configure the Service; and (c) review, download and delete Transaction results and User Information. Upon termination of this Agreement, Customer’s access to the Customer Portal will be revoked, and any Transaction results stored therein will be deleted. Customer is responsible for downloading any data stored in the Customer Portal that Customer would like to retain prior to the termination of this Agreement.

2. LICENSE RESTRICTIONS; ACCEPTABLE USE; COMPLIANCE, CONSENTS, AND NOTIFICATIONS.

- 2.1 **License Restrictions.** Customer shall comply with the license set forth in Section 1.3 (Service License), and shall not:

- (a) attempt to interfere with or disrupt the Service or attempt to gain access to, or conduct penetration tests of, any systems or networks that connect to the Service (except as reasonably required to use the Service);
- (b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover, in any way, any source code, programming, algorithms, design structure or interoperability interfaces of the Service, for any purpose;
- (c) remove or modify any of the Service’s identification markings, including copyright, trademark and other intellectual property notices;
- (d) make any modification or enhancement to the Service, except the customization options specifically referenced and allowed in the Documentation;
- (e) copy, sell, resell, OEM, lease, assign, distribute or transfer in any manner, in whole or in part, the Service or use the Service for any purpose other than Customer’s internal business purposes consistent with this Agreement;
- (f) use the Service or any Jumio information to develop or distribute a competing product or service for either its own internal or third party use, re-use the Transaction results or any associated risk scores and similar types of analyses provided with the Transaction results outside of receipt of the Services from Jumio that specifically involve any such re-use, or otherwise use the results provided by the Service to create a digital identity or other identification of Users independent of the Service;
- (g) use a version of the Service not supported by Jumio, or use the Service in a manner not in accordance with the standard documentation, specifications, written instructions or

explanatory materials related to the installation, operation, use or maintenance of the Service made generally available by Jumio to its customers (the “**Documentation**”);

- (h) allow unauthorized persons to access the Service; and
- (i) transfer any of its rights under this Agreement, except to the extent expressly permitted under this Agreement.

2.2 **Acceptable Use.** Customer shall use the Service exclusively for authorized and legal purposes, consistent with all applicable laws, regulations and the rights of others. Without limiting the foregoing Customer shall: (a) integrate the Service into its User verification, transaction monitoring or other applicable workflow consistent with all applicable laws and regulations; (b) provide all applicable notices and obtain all consents necessary under all applicable laws, rules, and regulations to enable Jumio to lawfully process the User Information; and (c) otherwise implement all compliance requirements in accordance with applicable laws, rules, and regulations that relate to the provision of the Service to, and use by, Users. Customer and its Users shall not use the Service to transmit inappropriate content.

2.3 **Compliance, Consents and Notifications.** For clarity and without limiting the generality of the foregoing, Customer shall be responsible for ensuring that the use of the Services set forth in Orders fully complies with all applicable laws as applied to Customer, Jumio, and Vendors. This includes, but is not limited to the provision of all notices and obtaining all consents as required by applicable: (a) biometric information privacy laws, rules, and regulations; (b) consumer privacy laws, rules, and regulations; and (c) any other laws, rules, and regulations relating to the collection, processing, and storage of personally identifiable information. If Customer utilizes the Service in a manner in which Jumio is not presenting applicable notices and obtaining consents from Users directly, then Customer shall present such notice and obtain consent on behalf of Jumio in order to provide Jumio with all applicable rights to act as an independent controller and business (per Section 4 of this Agreement) with respect to the User Information, and shall otherwise comply with Jumio’s consent framework requirements set forth in the Documentation (or as otherwise communicated by Jumio).

3. CUSTOMER’S ADDITIONAL OBLIGATIONS.

3.1 **General Obligations.** Customer shall: (a) maintain at its own cost hardware, software, telecommunication and other systems, and internet connections required to access the Service; (b) implement appropriate information security controls with respect to the Service, including restricting access to the Service in conformance with reasonable security measures; (c) have qualified personnel interface with the Service and with Jumio personnel; (d) implement and maintain appropriate safeguards to identify data and processing errors, and notify Jumio promptly of any non-conforming transmissions, or failure to send or receive transmissions; (e) accurately supply all required data fields, and otherwise use the Service in accordance with the Documentation and Jumio’s instructions; (f) set reasonable data processing and transmission parameters allowing for efficient and cost-effective delivery of the Service; and (g) use the Service with a representative population of, and not targeted categories of, its Users and identification document types. Jumio may engage a reputable, independent third party to audit Customer’s compliance with this Agreement at Jumio’s expense, and if the auditor determines that Customer

is not in compliance, in addition to other remedies available to Jumio, Customer shall reimburse Jumio for the costs of the audit and shall implement all reasonable recommendations of the auditor. Customer agrees to reasonably cooperate with such audits and to respond to any such audit inquiry promptly.

3.2 **Implementation of Updates.** Within ninety (90) days of Jumio's release of an update (including new versions, releases, improvements or maintenance updates) to the Service, Customer shall implement such update. Customer's failure to implement an update may render the Service unusable, defective or not secure, and Jumio shall have no liability to Customer that arises from Customer's failure to implement such update.

4. **ROLES OF THE PARTIES.** Each Party acts as an independent "business" or "controller" with respect to personally identifiable information and each Party must comply with applicable law. For the avoidance of doubt, Jumio and Customer act as independent controllers and not joint controllers under this Agreement.

5. **COMMERCIAL TERMS.**

5.1 **Fees.** Customer shall pay Jumio the fees specified in the applicable Order (the "Fees"). Unless otherwise specified in the Order, all Fees are payable in United States dollars and are due in full on the Effective Date and any term renewal date, and Jumio is under no obligation to begin provision of the Service until Customer has paid all Fees due. Customer's payment obligations are unconditional and not dependent on a go live date or use of the Service in a live environment. All payments are nonrefundable and noncancelable, except as otherwise expressly stated in this Agreement.

5.2 **Overdue Fees.** A late charge shall be assessed on all overdue Fees at the lesser of one and a half percent (1.5%) per month or the maximum rate allowed by law. Customer shall reimburse Jumio for all costs incurred in collecting any overdue Fees, including attorney and collection agency fees.

5.3 **Taxes.** The amounts due to Jumio under this Agreement do not include bank fees, transfer fees, taxes, duties or similar fees. If Jumio is required to pay: (a) sales, use, property, value-added, withholding or other taxes; (b) any customs or other duties; or (c) any import or other fees associated with importation or delivery based on the licenses granted or services performed under this Agreement or on Customer's use of the Service, then such taxes, duties or fees will be billed to and paid by Customer. This Section does not apply to, and Customer shall not be required to, pay taxes based on Jumio's gross receipts, income or payroll. Notwithstanding anything to the contrary herein, Customer shall be entitled to deduct and withhold from the Fees such amounts as Customer is required to deduct and withhold with respect to the making of such payment under applicable tax laws. To the extent such amounts are withheld and paid to the appropriate tax authority by Customer, Customer shall immediately provide Jumio with proof of such withholding tax payment, and, accordingly, such withheld amounts shall be treated under this Agreement as having been paid to Jumio.

5.4 **Overages.** If Customer exceeds the total number of Transactions included for a Service specified in the applicable Order, Customer agrees to pay Jumio an amount equal to 130% of that Service's net unit price indicated in the applicable Order for each such additional Transaction (collectively,

“Overages”), plus a commensurate increase in any related Support Services Fees. Jumio will invoice Customer monthly in arrears for Overages, and payments of those invoices for Overages are due net thirty (30) days from date of invoice. However, if Customer exceeds 120% of the quantity of Transactions included in the applicable Order (the “**Original Order**”), then as of the date that 120% is exceeded the Order will automatically renew for a period of ninety (90) days (the “**Bridge Order**”) and include a quantity of Transactions that totals the lesser of: (a) the equivalent of \$250,000 worth of Transactions as calculated using the pricing set forth in the Original Order; or (b) one quarter of the quantity of Transactions set forth in the Original Order. At the end of that ninety-day period, if a new Order has not been entered into by Jumio and Customer, then the Original Order (including its quantities, pricing and term) will automatically renew. Notwithstanding the foregoing, at any time after Customer has exceeded the total number of Transactions included for a Service in an Order, Jumio in its sole discretion may elect to not have the Order automatically renew and may instead suspend providing the Service to Customer until Customer and Jumio enter into a new Order for additional Transactions.

- 5.5 **Unused Transactions.** Customer agrees that any unused Transactions and related other Services existing at the end of the Order’s then current term (collectively, “**Unused Transactions**”) will automatically expire at the end of the Order’s then current term and Customer is not entitled to a refund or credit for any Unused Transactions and will not be entitled to rollover any Unused Transactions for future usage.
- 5.6 **Delayed Launch.** If Customer fails to go live with the Service within ninety (90) days of the Effective Date, then Jumio may invoice Customer an additional fee equal to 3% of the total Fees set forth in the applicable Order, and payment of that invoice is due net thirty (30) days from date of invoice.
- 5.7 **Publicity.** Customer hereby authorizes Jumio to list Customer as a Jumio customer in Jumio marketing materials and on its website. In addition, upon mutual consent, the Parties may issue joint or separate press releases and engage in other marketing activities.
- 5.8 **Order Precedence.** Notwithstanding Section 15.15 (Entire Agreement) of this Agreement, if any provisions in the applicable Order directly conflict with any provisions in this Section 5, the Order’s different provisions shall prevail.

6. **SUSPENSION OF SERVICE.** Without prejudicing Jumio’s other rights under this Agreement, Jumio may in its sole discretion suspend Customer’s access to the Service effective immediately upon written notice to Customer for any of the following reasons: (a) to prevent damages or risk to, or degradation of, the Service; (b) to comply with any law, regulation, court order or other governmental request; (c) to otherwise protect Jumio from potential legal liability; or (d) Customer’s failure to comply with any of the terms of this Agreement, including Sections 3.1 (General Obligations), 3.2 (Implementation of Updates), 5.2 (Overdue Fees), and 5.4 (Overages). In addition, if Customer fails to comply with the obligations in Section 3.1 (General Obligations), Jumio may suspend the Service until Customer is fully compliant or the Parties agree to a reasonable increase in Fees to reflect any noncompliance, and if Customer’s payment of the Fees is overdue, all amounts under the Order shall become due and payable. Suspension of the Service does not relieve Customer of its obligation to pay any Fees due under this Agreement, and upon suspension, or otherwise upon overdue Fees owed by Customer, Jumio may accelerate or otherwise

change payment terms for current and future amounts due. Jumio will restore access to the Service promptly following resolution of the event giving rise to the suspension.

7. CONFIDENTIALITY.

- 7.1 **Confidential Information.** “**Confidential Information**” means information disclosed by a Party (the “**Disclosing Party**”) to the other Party (the “**Receiving Party**”) that can reasonably be inferred to be confidential, including trade secrets, know-how, any nonpublic information relating to the Disclosing Party’s inventions, products, product plans, designs, ideas, concepts, works of authorship (whether or not patentable, copyrightable or otherwise protected by law), software, data, processes, research, development, prices, budgets, finances, strategies, forecasts, business plans, market data, marketing plans, business opportunities, personnel, suppliers and any other nonpublic technical or business information. For purposes of this Section 7 (Confidentiality), User Information and Transaction results are not Confidential Information, and Jumio’s duty of care with respect to User Information and Transaction results is set forth in Section 9 (Information Security).
- 7.2 **Standard of Care.** The Receiving Party shall: (a) hold the Disclosing Party’s Confidential Information in confidence consistent with the standard of care it applies to its own confidential information but in no event less than reasonable care; (b) not use any Disclosing Party’s Confidential Information for any purpose except to perform its obligations under this Agreement; (c) not disclose such Confidential Information to any third parties, other than third parties allowed by this Agreement; and (d) to the extent reasonably necessary for it to carry out its obligations under this Agreement, disclose the Disclosing Party’s Confidential Information to only its employees, affiliates, officers, directors, contractors, consultants and vendors, provided the Receiving Party remains liable for their compliance with the terms of this Section 7 (Confidentiality). Subject to Section 5.7 (Publicity), the existence and terms of this Agreement are Confidential Information which neither Party may disclose to third parties without the prior written consent of the other Party, except as required by law or to a Party’s attorneys, investors, lenders and acquirers, so long as those disclosures are subject to confidentiality requirements at least as protective as those in this Section 7 (Confidentiality) and the Receiving Party remains liable for their compliance with the terms of this Section 7 (Confidentiality). Upon request by the Disclosing Party, the Receiving Party shall return or destroy the Disclosing Party’s Confidential Information.
- 7.3 **Exceptions.** Confidential Information does not include information that: (a) is now, or hereafter becomes, through no act or failure to act on the part of the Receiving Party, generally known or available to the public; (b) is information which the Receiving Party had rightfully in its possession without restriction as to use or disclosure before receiving such information from the Disclosing Party; (c) is hereafter rightfully obtained by the Receiving Party from a third party, without restriction as to use or disclosure and without breach by that third party of a duty of confidentiality to the Disclosing Party; or (d) is independently developed by the Receiving Party without use of or reference to the Disclosing Party’s Confidential Information.
- 7.4 **Inadequate Remedy.** Each Party acknowledges that its breach or threatened breach of this Section 7 (Confidentiality) may result in irreparable harm to the other Party that cannot be

adequately relieved by monetary damages alone. Accordingly, the Parties agree that the non-breaching Party may seek any applicable equitable remedies from a court, including injunctive relief.

8. COMPELLED DISCLOSURES. To the extent required by applicable law, lawful order or requirement of a court or governmental authority, a Party may disclose the other Party's Confidential Information, User Information, Transaction results, and any other information related to this Agreement, in accordance with such law, order or requirement; provided, however, if permitted under such law, order or requirement, the Party will provide notice to the other Party prior to furnishing the requested information and, upon request of and at the expense of the other Party, cooperate in seeking reasonable arrangements to protect the confidential nature of such information. Customer shall promptly reimburse Jumio for costs Jumio incurs to respond to legal process requests related to Customer or Customer's Users.

9. INFORMATION SECURITY.

9.1 Security Measures. Jumio maintains no less than industry standard administrative, technical and physical information security safeguards designed to protect the User Information, Transactions and Transaction results. Customer will maintain and enforce appropriate information security practices with respect to its receipt of the Service, including access to and timely deletion of User Information and Transaction results from the Customer Portal. Customer is responsible for making adequate backups of User Information and Transaction results that it desires to have available to it.

9.2 Customer Acknowledgement. Customer acknowledges that, despite Jumio's implementation of the industry standard safeguards, unauthorized third parties, including hackers, or viruses, worms, or other malware may gain access to the Service, obtain or damage User Information, Transactions, Transaction results or Customer's systems, and Jumio is not responsible or liable for such activities. Without limiting the foregoing, regardless of any data retention period set by Customer, in no event will Jumio be liable for claims, losses or damages arising from a data breach or unauthorized access to the Services including, but not limited to, unauthorized access to User Information, Transactions or Transaction results, retained in the Customer Portal or otherwise stored, after Jumio has concluded the necessary processing of those Transactions required to perform the Service.

10. INTELLECTUAL PROPERTY.

10.1 Jumio Ownership. As between Customer and Jumio, Jumio owns or has the right to provide the Service and all copies, improvements, modifications and derivative works thereof, and all Intellectual Property Rights (as defined below) relating thereto are and shall remain the exclusive property of Jumio or its licensors. Customer agrees that the Service constitutes and contains valuable proprietary information and trade secrets of Jumio and its licensors. Except as expressly set forth in this Agreement, Jumio does not grant any rights to the Service to Customer. Customer further agrees that Jumio owns all right, title and interest in the Service, including any changes or modifications made to the Service in connection with this Agreement, whether made independent of, in conjunction with, or at the direction of Customer. Without limiting the foregoing, Jumio owns any suggestions, comments or other feedback provided by Customer to Jumio with respect to the Service, and Jumio owns any insights, including knowledge or know-

how, it otherwise gains during the course of performing the Service. **“Intellectual Property Rights”** means all intellectual property rights protected by law throughout the world, including all copyrights, trademark rights, patent rights (including the right to apply for), patent applications (including the right to claim priority under applicable international conventions), database rights, inventions (whether or not patentable), know-how and trade secrets, as may exist now and hereafter come into existence.

- 10.2 **License to Jumio.** Without limiting the foregoing, Customer hereby grants to Jumio a worldwide, perpetual, irrevocable, royalty-free license (with the right to sublicense) to use, reproduce, modify, create derivative works from, distribute, transmit, and display the User Information (including any rights specifically pertaining to biometric information) and other data provided by Customer, and data derived from Customer’s use of the Service, to compile statistics and to develop, provide, and improve the Service, including the right to grant equivalent rights to Vendors.
- 10.3 **Restrictions.** Customer agrees not to challenge, directly or indirectly, any right or interest of Jumio in the Service, or the validity or enforceability of Jumio’s rights under applicable law. Customer agrees not to directly or indirectly register, apply for registration or attempt to acquire any legal protection for, or any proprietary rights in, the Service or to take any other action which may adversely affect Jumio’s rights or interest in the Service in any jurisdiction.
- 10.4 **Trademarks.** Customer acknowledges Jumio’s ownership of the trademarks “Jumio,” “Netverify”, “Trusted Identity as a Service”, and Jumio’s and the Service’s other names and related trademarks. Customer further acknowledges that it will acquire no interest in such trademarks by virtue of this Agreement. Customer agrees not to use the name “Jumio” or any Jumio service name or trademark (or any confusingly similar name or symbol) as part of Customer’s branding, and to not register or use internet domain names or social media websites that include the “Jumio” name.

11. WARRANTIES AND SUPPORT.

- 11.1 **Mutual Warranties.** Each Party represents and warrants that it has all right and authority necessary to enter into this Agreement and to grant the licenses set forth herein.
- 11.2 **Jumio Warranty.** Jumio warrants that the Services will be performed in a professional manner, consistent with generally accepted industry standards, and that the Service will substantially conform to the Documentation. In the event of a breach of this warranty, Jumio’s sole and exclusive liability and Customer’s sole and exclusive remedy will be for Jumio to use commercially reasonable efforts to re-perform the non-conforming Service within thirty (30) days from receipt of notice from Customer of the breach.
- 11.3 **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY PROVIDED HEREIN (INCLUDING ANY EXHIBITS AND ADDENDA HERETO), THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JUMIO SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE,

NONINFRINGEMENT, OR SATISFACTORY QUALITY, REGARDLESS OF WHETHER IMPOSED BY CONTRACT, STATUTE, COURSE OF DEALING, CUSTOM OR USAGE, OR OTHERWISE. JUMIO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR PROVIDED WITHOUT ERROR. Without limiting the foregoing, Customer assumes sole responsibility and liability for results obtained from use of the Service and for conclusions drawn from such use by Customer, and Jumio shall have no liability for any claims, losses or damages caused by errors or omissions in any information provided to Jumio by Customer or Users or any actions taken by Jumio at Customer's direction. In addition, Customer agrees that: (a) Jumio does not monitor or police data transmitted through the Service, shall not be liable for the content of any such transmissions, and has no obligation to otherwise monitor use of the Service, and (b) notwithstanding any provision to the contrary in this Agreement, Jumio shall have no liability for claims, losses or damages arising from use of the Service, or performance issues related to the Service, that are the result of circumstances outside of Jumio's control, including a User's inappropriate use of the Service, limitations in a User's device or system, or limitations in Internet or broadband connections.

- 11.4 **Support Services and Performance Standards.** Without limiting the foregoing, Jumio will provide Support Services, and the Performance Standard terms will apply, in accordance with the then current Jumio Support Services and Performance Standard Terms ("**Support and Performance Terms**") set forth at <https://www.jumio.com/legal-information/terms-and-conditions/> (the "**Jumio Site**"), which Support and Performance Terms are hereby incorporated by reference into this Agreement.

12. INDEMNIFICATION.

- 12.1 **Customer Indemnification.** Customer shall indemnify, hold harmless, defend and/or settle any third party claims against Jumio, its affiliates, officers, directors and employees, arising out of or in connection with: (a) Customer's use of the Service in violation of this Agreement; (b) Jumio's use of User Information in accordance with the terms of this Agreement; or (c) injury, damage or loss resulting from Customer's or a User's use of the Service (other than any claim for which Jumio is responsible under Section 12.2 (Jumio Indemnification)).
- 12.2 **Jumio Indemnification.** Jumio shall indemnify, hold harmless, defend and/or settle any third-party claims against Customer, its affiliates, officers, directors and employees, that the Service infringes or misappropriates the Intellectual Property Rights of a third party. In the event that Jumio's right to provide the Service is enjoined or a claim seeking such an injunction is filed, Jumio may obtain the right to continue providing the Service, or replace or modify the Service so that it is non-infringing and materially equivalent. If neither of these remedies is reasonably available to Jumio, Jumio may, in its sole discretion, immediately terminate the Agreement as it relates to the relevant Service and return the prorated portion of any prepaid, unused Fees for the Service. Notwithstanding the foregoing, Jumio will have no liability for any claim of infringement to the extent arising from: (a) use of a superseded version of the Service; (b) modification to the Service made or requested by Customer, or specifications provided by Customer; (c) use of the Service not consistent with the terms of this Agreement, the Documentation for the applicable Service, or instructions given to Customer by Jumio; (d) use of the Service in combination with software or equipment not provided by Jumio; (e) any User Information or other information or

materials provided by Customer or Users; or (f) continuing allegedly infringing activity after receiving notice from Jumio. THE FOREGOING STATES THE ENTIRE OBLIGATION AND SOLE LIABILITY OF JUMIO AND ITS LICENSORS, AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE. The foregoing also states the entire obligation of Jumio with respect to indemnification for claims of any nature whatsoever under this Agreement.

- 12.3 **Indemnification.** The indemnifying party shall be responsible for, and the scope of the indemnifying parties' obligations under Sections 12.1 (Customer Indemnification) and 12.2 (Jumio Indemnification) shall be limited to, payment of court costs, court awarded judgments, settlement amounts, and attorneys' fees and other defense costs to defend and/or settle the third party claim. The foregoing indemnification obligations are contingent upon the indemnified party giving the indemnifying party prompt written notice of the third party claim, sole authority to control the defense and/or settlement of the claim (to the extent that any such settlement does not obligate the indemnified party to make any payment or take or refrain from any action), and reasonable assistance (at the indemnifying party's expense) in the defense and/or settlement of the claim. If the indemnifying party fails to assume defense of the third party claim within fourteen (14) days of notice, the indemnified party may assume such defense at the indemnifying party's expense.

13. LIMITATION OF LIABILITY.

- 13.1 **Disclaimer of Consequential Damages.** EXCEPT FOR LIABILITY ARISING FROM BREACH OF SECTION 2 (LICENSE RESTRICTIONS; ACCEPTABLE USE; COMPLIANCE, CONSENTS, AND NOTIFICATIONS), BREACHES OF SECTION 7 (CONFIDENTIALITY) BY EITHER PARTY'S PERSONNEL, OR EITHER PARTY'S OBLIGATIONS UNDER SECTION 12 (INDEMNIFICATION) IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION, EVEN IF SUCH PARTY WAS ADVISED, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF THE FORM OR THEORY OF THE CLAIM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. IN SUCH AN EVENT, THIS EXCLUSION WILL NOT APPLY TO THE EXTENT THE EXCLUSION IS PROHIBITED BY LAW.
- 13.2 **Limitation of Liability.** IN NO EVENT SHALL JUMIO'S TOTAL AGGREGATE LIABILITY TO CUSTOMER EXCEED THE TOTAL FEES PAID BY CUSTOMER TO JUMIO FOR THE SERVICE IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY, REGARDLESS OF THE FORM OR THEORY OF THE CLAIM. The limitations of liability and exclusions of damages set forth in this Section 13 (Limitation of Liability) are fundamental elements of the basis of the bargain between Jumio and Customer and shall apply to the maximum extent allowed under applicable law.

14. TERM AND TERMINATION.

- 14.1 **Term.** This Agreement is effective as of the Effective Date and shall remain in full force and effect until the end of the Service Term specified on the Order, unless earlier terminated by either Party

in accordance with this Section 14 (Term and Termination). This Agreement, including the applicable Order's Service quantities and pricing, will automatically renew for successive twelve-month periods unless either Party notifies the other Party in writing of its intent to not renew at least thirty (30) days prior to the end of the then-current term. Any such renewal shall be governed by Jumio's then-current version of its Jumio Terms and Conditions located at the Jumio Site. This Agreement and Order are also subject to automatic renewal pursuant to the terms set forth in Section 5.4 (Overages).

- 14.2 **Termination for Breach; Insolvency.** Either Party may terminate this Agreement upon written notice if: (a) if the other Party fails to meet any material obligation under this Agreement and fails to remedy the breach within thirty (30) days after being notified in writing of such breach; or (b) if (i) a receiver is appointed for the other Party or its property; (ii) the other Party becomes insolvent or unable to pay its debts as they mature in the ordinary course of business or makes a general assignment for the benefit of creditors; or (iii) any proceedings (whether voluntary or involuntary) are commenced against the other Party under any bankruptcy or similar law.
- 14.3 **Effect of Termination.** Upon termination of this Agreement, including any Order under the Agreement, Jumio will cease providing the Service to Customer, and Customer and its Users will immediately cease accessing and using the Service. Regardless of any data retention period set by Customer, Jumio has no obligation to maintain Transaction results, User Information or any other data stored in the Customer Portal after termination of the Agreement.
- 14.4 **Payments on Termination.** If Customer terminates this Agreement pursuant to Section 14.2(b), Jumio will refund any prepaid fees for the Service unconsumed calculated pro rata. If this Agreement terminates for any other reason, Customer is not entitled to a refund of any prepaid Fees and its payment obligations under this Agreement remain unchanged, except that all Fees under this Agreement that are not yet paid will become immediately due and payable.
- 14.5 **Survival.** Sections 2 (License Restrictions; Acceptable Use; Compliance, Consents, and Notifications), 5 (Commercial Terms), 7 (Confidentiality), 8 (Compelled Disclosures), 9 (Information Security), 10 (Intellectual Property), 11.3 (Disclaimer of Warranties), 12 (Indemnification), 13 (Limitation of Liability), 14 (Term and Termination) and 15 (Miscellaneous), and all other provisions of this Agreement that by their nature are intended to survive termination of this Agreement shall continue in effect after termination of this Agreement.

15. MISCELLANEOUS.

- 15.1 **Notice.** All written notices required under this Agreement shall be sent by registered or certified mail (return receipt requested), personal delivery, overnight commercial carrier, or by email to the other Party at the address set forth below (for Jumio) or set forth in the Order (for Customer); provided, however, that any Agreement termination requests or notices of non-renewal by Customer must be sent to contractupdate@jumio.com. The notice will be effective as of the date of delivery. A Party may change the address at which it receives notice by giving notice to the other Party in accordance with this Section.

Jumio Corporation
100 Mathilda Place

Suite 100
Sunnyvale CA 94086
U.S.A.
Attn: General Counsel
With a copy to: legal@jumio.com

- 15.2 **Relationship between the Parties.** Nothing in this Agreement shall be deemed to establish a partnership, joint venture, or employment relationship between the Parties, and neither Customer nor Jumio is the agent of the other or is authorized to create any liability or obligation in the name of the other Party.
- 15.3 **Regulatory Audits.** Jumio will use commercially reasonable efforts to cooperate with audits initiated by a regulatory or similar government authority with jurisdiction over Customer, to the extent necessary to enable Customer to comply with applicable law. Customer shall be responsible for all reasonable costs incurred by Jumio with respect to any such audit.
- 15.4 **Export Controls.** Customer agrees that it must not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Service or any technical information about the Service to any country (including Crimea, Cuba, Iran, North Korea, or Syria) or party (including those on the Specially Designated Nationals and Blocked Persons List, Entity List, Denied Persons List, or Unverified List) for which the United States Export Control Reform Act, any regulation thereunder, regulations administered by the United States Treasury Department's Office of Foreign Assets Control, or any similar United States law or regulation, requires an export license or other United States government approval, unless the appropriate export license or approval has been obtained.
- 15.5 **Anti-Corruption Laws; FCRA.** Customer shall comply with, and shall ensure that each of its personnel, subcontractors, agents and/or representatives complies with, all applicable anti-bribery and anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, and the UK Bribery Act. Jumio is not a consumer reporting agency and none of its services or the data contained therein constitute a 'consumer report' as such term is defined in the U.S. Federal Fair Credit Reporting Act ("FCRA"). The data provided to Customer under this Agreement may not be used for any purpose referenced under FCRA.
- 15.6 **Vendors.** Jumio uses processors, sub-processors and certain other affiliates, subcontractors, subsidiaries, agents, third party data providers, and other service providers (collectively, "Vendors") to perform the Service, and Customer hereby consents to Jumio's use of such parties. The rights and obligations of Jumio may be, in whole or in part, exercised or fulfilled by those parties, and Jumio will be liable for such parties' compliance with the terms of this Agreement. Customer shall be liable for the actions and omissions of all affiliates, subcontractors and other parties it engages with respect to the Service including any integration or professional services partners.
- 15.7 **Third-Party Beneficiaries.** There are no third-party beneficiaries to this Agreement and nothing in this Agreement shall confer, or is intended to confer, on any third party the right to enforce any terms of this Agreement.

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- 15.8 **Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Jumio. Any attempted assignment in violation of this Section shall be null and void. Subject to the foregoing, this Agreement is binding upon the successors and assigns of Customer and Jumio.
- 15.9 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will be severable from the remainder of this Agreement, will not cause the invalidity or unenforceability of the remainder of the Agreement, and will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law.
- 15.10 **Waiver.** Neither party waives any rights under this Agreement by delaying or failing to exercise such rights at any time.
- 15.11 **Dispute Resolution.** The Parties shall attempt in good faith to resolve any disputes which may arise between them within thirty (30) days of a Party's notice to the other Party of the dispute. If the dispute is not resolved within that period, then the matter will be escalated to a Vice President (or equivalent executive) in the Parties' respective organizations for resolution within thirty (30) days of escalation. This dispute resolution procedure does not prejudice either Party's right to subsequently seek a legal remedy and does not prejudice Jumio's rights under this Agreement with respect to nonpayment of Fees. Additionally, either Party may seek injunctive relief without following the dispute resolution procedure set forth in this Section.
- 15.12 **Governing Law.** This Agreement, and any related disputes, shall be construed according to and governed by the laws of the State of California, U.S.A., without giving effect to its rules regarding conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed. The Parties agree to exclusive jurisdiction of the state or federal courts located in Santa Clara County, California, U.S.A.
- 15.13 **Force Majeure.** Neither Party shall be liable for any failure or delay in performance under this Agreement (except for payment of Fees) which is due to any event beyond the reasonable control of such Party, including denial-of-service attacks, unavailability of utilities or telecommunication failures, Internet delays and failures, epidemics, pandemics, public health emergencies, quarantines, strikes, shortages, riots, insurrections, fires, floods, storms, explosions, acts of God, war, terrorism, governmental action, labor conditions, earthquakes and material shortages (each a "**Force Majeure Event**"). Upon the occurrence of a Force Majeure Event, the non-performing Party will be excused from any further performance of its obligations affected by the Force Majeure Event for so long as the event continues, and such Party continues to use commercially reasonable efforts to resume performance.
- 15.14 **Interpretation.** The headings in this Agreement are for convenience of reference only and have no legal effect. The word "including" shall mean "including without limitation". The terms "Service" and "Order" shall include all Services under this Agreement and all Orders in effect between the Parties. This Agreement shall be construed without regard to any presumption requiring interpretation against the drafting party. This Agreement may be translated into multiple languages, but the English language version shall control.

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- 15.15 **Entire Agreement.** This Agreement, including all referenced supplemental terms hereto, as well as any attached exhibits and addenda, sets forth the entire understanding and agreement between the Parties with respect to its subject matter, and supersedes and replaces any previous communications, understandings and agreements between the Parties. Any purchase order or other document issued by Customer, even if signed by the Parties after the Effective Date, will not change or add to the terms of this Agreement. The Jumio Auxiliary Services Terms located at the Jumio Site shall apply if Customer purchases or otherwise uses any Auxiliary Services. This Agreement may only be modified by a written amendment signed by authorized representatives of both Parties. The terms of this Agreement shall supersede and control over any conflicting or additional terms and conditions of any Order. Further, in the event of a conflict between the terms of this Agreement and a data protection, data processing, or other agreement the Parties enter into in connection with the Services provided by Jumio hereunder, the terms of this Agreement shall prevail. For clarity, any data processing agreements or addenda entered into between the Parties shall no longer be effective with respect to data processed by Jumio after the Effective Date of this Agreement.
- 15.16 **Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. The Parties may execute this Agreement via electronic signature which will constitute an original signature for all purposes.