



JUMIO PILOT TERMS AND CONDITIONS

These Jumio Pilot Terms and Conditions (“**Terms**”) and accompanying Sales Order (the “**Order**”, and together with the Terms, the “**Agreement**”) are entered into between the Jumio entity indicated on the Order (“**Jumio**”) and the Customer indicated on the Order, and are effective as of the Effective Date of the Order.

1. Provision of the Service. Subject to Customer’s compliance with this Agreement, Jumio grants to Customer a non-exclusive, non-transferable non-assignable, revocable license to access and use the Service set forth in the Order solely for Customer’s internal business purposes to test and evaluate the Service in a non-production environment for the earlier of the Service Term, or the date the number of transactions in the Order have been fully consumed (the “**Trial Period**”). Notwithstanding the foregoing, Jumio may suspend or terminate this Agreement at any time if Customer violates any of its obligations under this Agreement.
2. Customer Obligations. Customer shall: (a) to the extent applicable, provide all requisite notices and obtain all required consents from individuals whose information (including, if applicable, personally identifiable information, images, metadata, and biometric information) will be provided by Customer to Jumio (“**User Information**”); (b) not decompile, disassemble, reverse engineer or otherwise attempt to reconstruct the Service; and (c) not use the Service, results obtained from the use of the Service, or any Jumio information to develop a competing product or service. Customer authorizes Jumio to process User Information and to provide User Information to Jumio’s sub-processors to use in accordance with the agreements Jumio has with such sub-processors.
3. Jumio Obligations. Jumio acts as a service provider with regard to any personally identifiable information included in User Information and neither it nor its sub-processors shall retain, use or disclose such personal information for any purpose other than for providing, developing and improving the Service, including the detection of fraudulent or illegal activity. Jumio shall use no less than industry standard administrative, technical and physical information security safeguards designed to protect User Information and any personal information contained in User Information.
4. Data Usage Rights. Customer hereby grants to Jumio all necessary rights to perpetually and irrevocably use the User Information, and data derived from Customer’s use of the Service, in anonymized, aggregated or other form that does not include personal data, to compile statistics regarding the Service and to develop and improve the Service. Jumio is hereby instructed to Use the User Information to develop and improve the Service, including through machine learning techniques, and to protect against fraudulent or illegal activity. If applicable, upon termination of the Trial Period, Customer’s access to the customer portal established by Jumio will be revoked, and any data stored therein will be deleted. Customer may not publish or disclose to any third party the results obtained from the use of the Service without the prior written consent of Jumio.
5. Intellectual Property Rights. Jumio owns the Service and all improvements, modifications, and derivative works thereof and all intellectual property rights therein. Customer hereby grants Jumio a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Service any feedback it provides Jumio without obligation or restriction of any kind.
6. Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JUMIO SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE. THE SERVICE IS PROVIDED ON AN “AS IS” BASIS AND JUMIO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR PROVIDED WITHOUT ERROR.
7. Limitation of Liability. IN NO EVENT SHALL JUMIO HAVE ANY LIABILITY OF ANY KIND UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION.
8. 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 parties agree to exclusive jurisdiction of the state or federal courts located in Santa Clara County, California, U.S.A.