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VERATO'S STANDARD CONTRACT FOR

AWS MARKETPLACE

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1.   Scope.

1.1   Terms and Conditions. This Standard Contract for AWS Marketplace (the "Standard Contract" or Agreement as defined below in Section 1.4) sets forth the terms and conditions applicable to the licensing of Software from the licensor Verato, Inc., located at 1751 Pinnacle Drive, Suite 1700, McLean, Virginia 22207 ("Licensor") by the Party subscribing to the Software ("Buyer") listed on the AWS Marketplace, via a Standard Contract Listing. The offer of a license to the Software via a Standard Contract Listing on the AWS Marketplace and as set forth in this Agreement, and Buyer's purchase of the corresponding Subscription on the AWS Marketplace, constitutes each Party's respective acceptance of this Standard Contract and their entry into this Agreement. All Schedules are incorporated into this Agreement in their entirety, and unless defined elsewhere in this Standard Contract, terms in initial capital letters have the meanings set forth in Section 13. Buyer and Licensor may be referred to collectively as the "Parties" or individually as a "Party".

1.2   Software Subscription. Buyer will subscribe to a Subscription as set forth in a given Standard Contract Listing in accordance with the terms and conditions of this Agreement, and Licensor will supply and sell the Subscription to Buyer pursuant to the terms and conditions of this Agreement. The Software that is the subject of the Subscription is set out herein, and is for Software deployed via SaaS (the "**SaaS Software**"). The Software will be accessible only from within, and access to and use of the Software will be restricted to, inside the borders of the United States of America. Each Subscription will only be available through the functionality available via Licensor's application programming interface ("**API**"). The Subscription Fee for the Subscription is set out in Section 1.2.2 below.

1.2.1   Subscription Quantity. Licensor's Subscription is limited to one hundred thousand (100,000) Unique Identities (the "**Subscription Quantity**") for the Term of this Agreement.

1.2.2   Subscription Fee. In consideration for the access rights granted to Buyer and the services performed by Licensor under this Agreement in carrying out the Services, Buyer will pay to Licensor, without offset or deduction, the annual fee of thirty six thousand dollars ($36,000) (the "Subscription Fee").

1.2.3   Payment Terms. Licensor shall invoice Buyer: i) the Subscription Fee on the Effective Date; and ii) the Revised Subscription Fee (if applicable) on each yearly anniversary of the Effective Date thereafter, until the Term either expires or is terminated. Both the Subscription Fee and the Revised Subscription Fee are due within thirty (30) days of Buyer's receipt of a valid, undisputed (in good faith) invoice from Licensor, and is payable in U.S. dollars. If Buyer is delinquent in the payment of undisputed amounts for more than sixty (60) days, Licensor may suspend the provision of the SaaS Service to Buyer with ten (10) days' prior written notice to Buyer.

1.2.4   Operational Environments. As part of the Subscription and for use with the SaaS Service, Licensor will provide Buyer: i) one (1) "Test Environment" for Buyer's use in testing the integration of SaaS Service; ii) one (1) "Development Environment" for Buyer's use in integrating the operation of Buyer's software with the SaaS Service; and iii) one (1) "Production Environment" for use with Buyer's production data. The Test Environment and the Development Environment will be limited to ten percent (10%) of the Licensed Quantity, and will only be used in support of the Production Environment. The Test Environment, the Development Environment and the Production Environment are collectively referred to herein as the "Operational Environments".

1.2.5   Designated Use. Further to Section 2.1.1, Buyer may use the SaaS Service in the Operational Environments to identify and manage an aggregate view of identities contained within the Buyer Data, wherein that Buyer Data has been collected from Customer's system (referenced internally as the "Sources").

Licensor hereby grants Buyer a non-exclusive, perpetual and royalty-free right to use and store all Licensed Data generated by the SaaS Service. Buyer may use Licensor's interactive API's and user interfaces to manage the identities contained in the Buyer Data. Buyer may use and store the Match Data (generated by the SaaS Service and comprised in part of the LinkID) in its local systems for local identity resolution. Upon termination or expiration of the Term, notwithstanding anything to the contrary as set forth herein, Buyer may permanently retain the Match Data for use in managing the identities contained in the Sources pursuant to the terms and conditions of this Agreement.

1.3   Taxes. Each Party will be responsible, as required under applicable Law, for identifying and paying all taxes and other governmental fees and charges (and any penalties, interest and other additions thereto) that are imposed on that Party upon or with respect to the transactions and payments under this Agreement. Applicable taxes and duties may be due in addition to the fees or rates payable by Buyer. Licensor may charge and Buyer will pay, where applicable, national, state or local sales or use taxes, or value added or goods and services tax, or withholding or other taxes ("**Taxes**"). Where required by local legislation, Licensor may charge for Taxes in its own name for Subscriptions made by Buyers on the AWS Marketplace, and Buyer will pay such Taxes. Buyer will receive a compliant tax invoice, where required. Licensor will be responsible for all other taxes or fees arising (including interest and penalties) from transactions and the documentation of transactions under this Agreement. Upon request, Buyer will provide such information to Licensor as reasonably required to determine whether Licensor is obligated to collect Taxes from Buyer. Licensor will not collect (or will refund to Buyer), and Buyer will not be obligated to pay (or will be entitled to a refund from Licensor), any such Tax or duty for which Buyer furnishes Licensor a properly completed exemption certificate or a direct payment permit certificate or for which Licensor claims an available exemption from Tax. Licensor will provide Buyer with any forms, documents or certifications as may be required for Buyer to satisfy any information reporting or withholding tax obligations with respect to any payments under this Agreement.

1.4   Agreement. Each Subscription is subject to and governed by this Standard Contract, the applicable Standard Contract Listing, the Privacy and Security Terms for SaaS Subscriptions (attached hereto at Schedule A) the terms and conditions of the NDA (attached hereto at Schedule B), and any amendments to any of the foregoing as may be agreed upon in writing by the Parties, which together constitute the contractual agreement between Buyer and Licensor (the "**Agreement**"). Each Subscription is a separate agreement between Buyer and Licensor. In the event of any conflict between the terms and conditions of the various components of this Agreement, the following order of precedence will apply: (a) any amendment agreed upon by the Parties; (b) Business Associate Agreement (attached at Schedule C); (c) the Privacy and Security Terms for SaaS Subscriptions (attached at Schedule A); (d) the NDA (attached at Schedule B); and (e) this Standard Contract.

2.   Licenses.

2.1   Licensed Materials.

2.1.1   As it pertains to each Subscription set out in a given Standard Contract Listing for the designated SaaS Service, Licensor hereby grants to Buyer, subject to Section 2.1.2, a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2 or a divestiture permitted under Section 12.3), terminable license under all Proprietary Rights in and to the SaaS Service, to access, receive and use the SaaS Service only within the United States of America and only in accordance with the applicable Standard Contract Listing and to allow its Users to access, receive and use the SaaS Service.

2.1.2   Buyer may use the Software and, as applicable, the SaaS Service, only: in support of the internal operations of Buyer's and its Affiliates' business(es) or organization(s), in connection with Buyer's and its Affiliates' products and services (but, for clarity, not as a stand-alone product or service of Buyer or its Affiliates), and in connection with Buyer's and its Affiliate's interactions with Users.

2.1.3 Buyer may make a reasonable number of copies of the Documentation as necessary to use such Software, in accordance with the rights granted under this Agreement, provided that Buyer includes all proprietary legends and other notices on all copies. Licensor retains all rights not expressly granted to Buyer under this Agreement.

2.2 **Affiliates and Contractors.** With respect to Affiliates and Contractors that Buyer allows to use the Licensed Materials: (a) Buyer remains responsible for all obligations hereunder arising in connection with such Affiliate's or Contractor's use of the Licensed Materials; and (b) Buyer agrees to be directly liable for any act or omission by such Affiliate or Contractor to the same degree as if the act or omission were performed by Buyer such that a breach by an Affiliate or a Contractor of the provisions of this Agreement will be deemed to be a breach by Buyer. The performance of any act or omission under this Agreement by an Affiliate or a Contractor for, by, or through Buyer will be deemed the act or omission of Buyer.

2.3 **Restrictions.** Except as specifically provided in this Agreement, Buyer and any other User of any SaaS Software and the SaaS Service, in whole or in part, may not: (a) copy the Licensed Materials, in whole or in part; (b) distribute copies of Licensed Materials, in whole or in part, to any third-party; (c)) publish or disclose to any third party without the advance written consent of Licensor any results of any comparative or competitive analyses, benchmark or other analysis or comparisons of the Licensed Materials (d) modify, adapt, translate, make alterations to or make derivative works based on Licensed Materials or any part thereof; (e) decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the Software; (f) use, rent, loan, sub-license, lease, distribute or attempt to grant other rights to any part of the Licensed Materials to third parties; (g) use the Licensed Materials to act as a consultant, service bureau or application service provider; (h) permit access of any kind to the Licensed Materials to any third-party other than Affiliates or Contractors; or (i) permit any third party to do any of the foregoing, directly or indirectly.

2.4 **Open Source Software.** Subject to the requirements of Section 5.1(d), Software may contain or be provided with components that are subject to the terms and conditions of "open source" software licenses ("**Open Source Software**"). If Buyer's use of the Software subjects Buyer to the terms of any license governing the use of Open Source Software, then information concerning such Open Source Software and the applicable license must be incorporated or referenced in the Standard Contract Listing or Documentation. To the extent required by the license to which the Open Source Software is subject, the terms of such license will apply in lieu of the terms of this Agreement with respect to such Open Source Software, including without limitation, any provisions governing attribution, access to source code, modification and reverse-engineering.

2.5 **No Additional Terms.** No shrink-wrap, click-acceptance or other terms and conditions outside this Agreement provided with any Licensed Materials or any part thereof ("**Additional Terms**") will be binding on Buyer or its Users, even if use of the Licensed Materials, or any part thereof, requires an affirmative "acceptance" of such Additional Terms before access to or use of the Licensed Materials, or any part thereof, is permitted. All such Additional Terms will be of no force or effect and will be deemed rejected by Buyer in their entirety. For clarity, the Software, Subscription type (SaaS), fee structure, technical requirements for use of the Software, Support Services, obligations or restrictions set out herein, as well as any information regarding Open Source Software set forth or referenced in the Standard Contract Listing or Documentation, are not Additional Terms subject to this Section.

2.6 **High-Risk Activities.** The Software is not designed or developed for use in high-risk, hazardous environments requiring fail-safe performance, including without limitation in the operation of nuclear facilities, aircraft navigation or control systems, air traffic control, or weapons systems, or any other application in which the failure of the Software could lead to severe physical or environmental damages ("**High Risk Activities**"). Buyer will not use the Software for High Risk Activities.

3. Services.

3.1   SaaS Service. Licensor will provide the SaaS Service to Buyer in accordance with the Standard Contract Listing promptly following purchase of the Subscription and continuing until completion of the Term. Licensor will provide Buyer all license keys, access credentials and passwords necessary for access and use of the Software and SaaS Service ("**Keys**") as set forth in the Standard Contract Listing. Buyer shall be responsible for: (a) the configuration of the Software, including the selection, validation and approval of the settings and operation of the Software as well as the strength of match of the Buyer Data to Licensor's referential dataset; (b) the approval of the matching results generated during either the initialization or subsequent modification of the Software (the "**Buyer Configuration**"); and (c) the generation of the Licensed Data.

3.2   Support Services. Licensor will provide sufficient Documentation to allow a reasonably competent user to access and use the SaaS Service; and Licensor will provide Support Services to Buyer in accordance with the support plan set forth in Licensor's *Technical Support Guide,* which can be found at https://verato.com/verato-technical-support-guide. Licensor agrees to notify Buyer of any updates or modifications to the *Technical Support Guide*, and Licensor represents that any such updates or modifications will not result in a material depreciation of its Support Services provided to Buyer.

4. Proprietary Rights.

4.1   Licensed Materials. Subject to the licenses granted herein, Licensor will retain all right, title and interest it may have in and to the Licensed Materials, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Buyer any rights of ownership or any other proprietary rights in or to the Licensed Materials.

4.2   Feedback. If Buyer provides any suggestions, ideas, enhancement requests, recommendations or feedback regarding the Licensed Materials or Support Services ("**Feedback**"), Licensor may use and incorporate Feedback in Licensor's products and services royalty-free and at no cost to Licensor. Buyer will have no obligation to provide Feedback, and all Feedback is provided by Buyer "as is" and without warranty of any kind.

5. Warranties.

5.1   Licensed Materials. Licensor represents and warrants that: (a) the Software, and as applicable SaaS Service, will conform, in all material respects, to the Documentation during the Warranty Period; (b) Licensor will use industry standard practices designed to detect and protect the Software against any viruses, "Trojan horses", "worms", spyware, adware or other harmful code designed or used for unauthorized access to or use, disclosure, modification or destruction of information within the Software or interference with or harm to the operation of the Software or any systems, networks or data, including as applicable using anti-malware software and keeping the anti-malware software up to date prior to making the Software (including any Software provided through Support Services) available to Buyer, and for SaaS Software, scanning the SaaS Software on a regular basis; and (c) the Software, and Buyer's use thereof as permitted under this Agreement, will not be subject to any license or other terms that require that any Buyer Data, Buyer Materials or any software, documentation, information or other materials integrated, networked or used by Buyer with the Software, in whole or in part, be disclosed or distributed in source code form, be licensed for the purpose of making derivative works, or be redistributable at no charge.

5.2   Services. Licensor represents and warrants that the Services will be performed in a professional manner with a level of care, skill and diligence performed by experienced and knowledgeable professionals in the performance of similar services.

5.3   Remedies. If any Software or Service fails to conform to the foregoing warranties, Licensor promptly will, at its option and expense, correct the Software and re-perform the Services as necessary to conform

to the warranties. If Licensor does not correct the Software or re-perform the Services to conform to the warranties within a reasonable time, not to exceed thirty (30) days, as Buyer's sole remedy and Licensor's exclusive liability (except as provided in Section 9), Buyer may terminate the Subscription and this Agreement without further liability and Licensor will provide Buyer with a refund of any fees prepaid to Licensor by Buyer, prorated for the unused portion of the Subscription, as well as, if applicable, any service credits available under Licensor's Support Services or other policies.

5.4   Special Remedy When Buyer Exceeds the Licensed Quantity. In the event that Buyer needs to acquire a quantity of Unique Identities that exceed the Licensed Quantity, Buyer will contact Licensor directly, and the Parties will enter into negotiations to determine if a revised Agreement can be agreed upon.

5.5   Warranty Exclusions. Licensor will have no liability or obligation with respect to any warranty to the extent attributable to any: (a) use of the Software by Buyer in violation of this Agreement or applicable Law; (b) unauthorized modifications to the Licensed Materials made by Buyer or its Affiliates or Contractors; (c) use of the Software in combination with third-party equipment or software not provided or made accessible by Licensor or contemplated by the Standard Contract Listing or Documentation; or (d) use by Buyer of Software in conflict with the Documentation, to the extent that such nonconformity would not have occurred absent such use or modification by Buyer; or disclaimed by Section 5.8.

5.6   Compliance with Laws. Each Party represents and warrants that it will comply with all applicable international, national, state and local laws, ordinances, rules, regulations and orders, as amended from time to time ("**Laws**") applicable to such Party in its performance under this Agreement.

5.7   Power and Authority. Each Party represents and warrants that: (a) it has full power and authority to enter in and perform this Agreement and that the execution and delivery of this Agreement has been duly authorized; and (b) this Agreement and such Party's performance hereunder will not breach any other agreement to which the Party is a party or is bound or violate any obligation owed by such Party to any third-party.

5.8   Disclaimer. EXCEPT FOR THE WARRANTIES SPECIFIED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE LICENSED MATERIALS, SERVICES, BUYER MATERIALS AND BUYER DATA, AND EACH PARTY HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. The Match Data along with other types of Licensed Data provided to Buyer as part of the SaaS Service are generated pursuant to the Buyer Configuration and as such are based on Buyer's input regarding several parameters, including the content of the Buyer Data, and as such it is the responsibility of Buyer to determine if the Match Data is sufficient to determine a match; and thus Licensor does not warrant: (a) that the Licensed Materials will meet Buyer's requirements; (b) that the operation of the Software will be uninterrupted or error free; or (c) the outcome of any matching determination made by the SaaS Service will be error free.

6.   Confidentiality.

6.1   Confidential Information. "**Confidential Information**" means any nonpublic information directly or indirectly disclosed by either Party (the "**Disclosing Party**") to the other Party (the "**Receiving Party**") or accessible to the Receiving Party pursuant to this Agreement that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential, including without limitation technical data, trade secrets, know-how, research, inventions, processes, designs, drawings, strategic roadmaps, product plans, product designs and architecture, security information, marketing plans, pricing and cost information, marketing and promotional activities, business plans, customer and supplier information, employee and User information, business and marketing plans,

and business processes, and other technical, financial or business information, and any third-party information that the Disclosing Party is required to maintain as confidential. Confidential Information will not, however, include any information which: (a) was publicly known or made generally available to the public prior to the time of disclosure; (b) becomes publicly known or made generally available after disclosure through no fault of the Receiving Party; (c) is in the possession of the Receiving Party, without restriction as to use or disclosure, at the time of disclosure by the Disclosing Party; (d) was lawfully received, without restriction as to use or disclosure, from a third-party (who does not have an obligation of confidentiality or restriction on use itself); or (e) is developed by the Receiving Party independently from this Agreement and without use of or reference to the Disclosing Party's Confidential Information or Proprietary Rights. Except for rights expressly granted in this Agreement, each Party reserves all rights in and to its Confidential Information. The Parties agree that the Licensed Materials are Confidential Information of Licensor.

6.2   Obligations. The Parties will maintain as confidential and will avoid disclosure and unauthorized use of Confidential Information of the other Party using reasonable precautions. Each Party will protect such Confidential Information with the same degree of care that a prudent person would exercise to protect its own confidential information of a like nature, and to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof or access thereto. Each Party will restrict Confidential Information to individuals who need to know such Confidential Information and who are bound to confidentiality obligations at least as protective as the restrictions described in this Section 6. Except as necessary for the proper use of the Software, the exercise of a Party's rights under this Agreement, performance of a Party's obligations under this Agreement or as otherwise permitted under this Agreement, neither Party will use Confidential Information of the other Party for any purpose except in fulfilling its obligations or exercising its rights under this Agreement. Each Party will promptly notify the other Party if it becomes aware of any unauthorized use or disclosure of the other Party's Confidential Information, and reasonably cooperate with the other Party in attempts to limit disclosure.

6.3   Compelled Disclosure. If and to the extent required by law, including regulatory requirements, discovery request, subpoena, court order or governmental action, the Receiving Party may disclose or produce Confidential Information but will give reasonable prior notice (and where prior notice is not permitted by applicable Law, notice will be given as soon as the Receiving Party is legally permitted) to the Disclosing Party to permit the Disclosing Party to intervene and to request protective orders or confidential treatment therefor or other appropriate remedy regarding such disclosure. Disclosure of any Confidential Information pursuant to any legal requirement will not be deemed to render it non-confidential, and the Receiving Party's obligations with respect to Confidential Information of the Disclosing Party will not be changed or lessened by virtue of any such disclosure.

6.4   NDA. Buyer and Licensor may agree that the nondisclosure agreement between Buyer and Licensor (or the respective Affiliates of Buyer and Licensor) ("**NDA**") attached hereto at Schedule B will apply to the Subscription, in which case the terms and conditions thereof are incorporated herein by reference and will apply instead of subsections 6.1 through 6.3 of this Section 6.

7.   Additional SaaS Service Obligations and Responsibilities. This Section 7 applies to Subscriptions for SaaS Software and SaaS Service only.

7.1   Acceptable Use. Buyer will not intentionally use the SaaS Software or SaaS Service to: (a) store, download or transmit infringing or illegal content, or any viruses, "Trojan horses" or other harmful code; (b) engage in phishing, spamming, denial-of-service attacks or fraudulent or criminal activity; (c) interfere with or disrupt the integrity or performance of the Software or data contained therein or on Licensor's system or network; or (d) perform penetration testing, vulnerability testing or other security testing on the Software or Licensor's systems or networks or otherwise attempt to gain unauthorized access to the Software or Licensor's systems or networks.

7.2   Buyer Data and Buyer Materials.

     7.2.1   Buyer is and will continue to be the sole and exclusive owner of all Buyer Materials, Buyer Data and other Confidential Information of Buyer, including all Proprietary Rights therein. Nothing in this Agreement will be construed or interpreted as granting to Licensor any rights of ownership or any other proprietary rights in or to the Buyer Data and Buyer Materials.

     7.2.2   Buyer will obtain all necessary consents, authorizations and rights and provide all necessary notifications in order to provide Buyer Data to Licensor and for Licensor to use Buyer Data in the performance of its obligations in accordance with the terms and condition of this Agreement, including any access or transmission to third parties with whom Buyer shares or permits access to Buyer Data.

     7.2.3   The Parties agree that Buyer Data and Buyer Materials are Confidential Information of Buyer. Buyer hereby grants to Licensor a nonexclusive, nontransferable (except in connection with an assignment permitted under Section 12.2), revocable license, under all Proprietary Rights, to reproduce and use both Buyer Materials and Buyer Data solely for the purpose of, and to the extent necessary for, performing Licensor's obligations under this Agreement. In no event will Licensor access, use or disclose to any third-party any Buyer Data or any Buyer Materials for any purpose whatsoever (including, without limitation, the marketing of Licensor's other products or services) other than as necessary for the purpose of providing the Software and Services to Buyer and performing its obligations under this Agreement. Licensor will not aggregate, anonymize or create any data derivatives of Buyer Data other than as necessary to provide the Software or Services and to perform its obligations in accordance with the terms and conditions of this Agreement.

     7.2.4   Buyer will have full access to, and has the right to review and retain, the entirety of Buyer Data contained in the Software. At no time will any computer or electronic records containing Buyer Data be stored or held in a form or manner not readily accessible to Buyer through the ordinary operation of the Software. Licensor will provide to Buyer all passwords, codes, comments, keys and documentation necessary for such access and use of the Software, and Buyer will be entitled to delete, or have Licensor delete, Buyer Data as expressly specified by Buyer.

     7.2.5   Buyer understands and agrees that Licensor is not engaged in the practice of medicine and that the SaaS Service licensed to Buyer is a conduit for information only, and is in no way a substitute for competent medical advisors or related clinicians. All medical practice management and patient care decisions made in which the SaaS Service may be utilized, and the consequences thereof, will exclusively be the responsibility of the Buyer, as well as physicians and other Affiliates, practitioners and clinicians with privileges to use the SaaS Service. The successful operation of the SaaS Service is dependent on Buyer's use of proper procedures and systems for the management of the Buyer Data being processed by the SaaS Service, as well as the Buyer Data that Buyer inputs into the SaaS Service being correct; and thus Buyer is solely responsible for the accuracy and adequacy of the Buyer Data furnished to Licensor for processing by the SaaS Service.

     7.3   System Data. To the extent that System Data identifies or permits, alone or in conjunction with other data, identification, association, or correlation of or with Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with any of the foregoing, or any Confidential Information of Buyer or any device as originating through or interacting with Buyer or its Affiliates ("**Identifiable System Data**"), Licensor may only collect and use Identifiable System Data internally to provide and improve the Software and Services and Licensor's other products and services. Licensor will not target any data analysis at, or otherwise use any Identifiable System Data to derive or attempt to derive information regarding, Buyer and its Affiliates, their businesses, operations, finances, users, customers, prospective customers, suppliers or other persons interacting with Buyer and its Affiliates. Licensor will not target any development efforts, marketing, communications or promotions arising from its use of Identifiable System Data at Buyer and its Affiliates or any other person on the basis of the intended recipient's relationship with Buyer or any of its Affiliates. Licensor will not use or disclose any Identifiable System Data for any other purpose unless otherwise agreed in writing by the Parties.

7.4 **Use of Other Data.** Notwithstanding the foregoing, nothing in this Agreement will restrict: (a) Licensor's use of System Data or data derived from System Data that does not identify or permit, alone or in conjunction with other data, identification, association, or correlation of or with (i) Buyer, its Affiliates, Users, customers, suppliers or other persons interacting with Buyer and its Affiliates or any Confidential Information of Buyer, or (ii) any device (e.g. computer, mobile telephone, or browser) used to access or use the Software as originating through Buyer or its Affiliates or interacting with Buyer or its Affiliates; or (b) either Party's use of any data, records, files, content or other information related to any third-party that is collected, received, stored or maintained by a Party independently from this Agreement.

7.5 **Security.** Without limiting the foregoing, Licensor will provide the SaaS Services in compliance with the Security Addendum attached hereto. Similarly, Buyer will consistent with industry standard practices, implement and maintain physical, administrative and technical safeguards and other security measures: (a) to maintain the security and confidentiality of the Licensed Data; and (b) to protect Licensed Data from known or reasonably anticipated threats or hazards to its security, availability and integrity, including accidental loss, unauthorized use, access, alteration or disclosure.

7.6 **Data Protection Legislation.**

7.6.1 Each Party will comply with all data protection Laws, and any implementations of such Laws, applicable to its performance under this Agreement. The Parties acknowledge and agree that they will consider in good faith implementing any codes of practice and best practice guidance issued by relevant authorities as they apply to applicable country specific data protection Laws or their implementations.

7.6.2 Without limiting the generality of the foregoing, if Licensor is collecting or furnishing Personal Information to Buyer or if Licensor is processing, storing or transferring Personal Information on behalf of Buyer, then Licensor and Buyer and/or their Affiliate(s), as applicable, will agree to supplemental privacy and security terms consistent with applicable Law. For purposes of this Agreement, "**Personal Information**" means any information relating to an identified or identifiable natural person; an identifiable person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, mental, economic, cultural or social identity or any data, data element or information that is subject to breach notification, data security obligations or other data protection Laws. For the avoidance of doubt, no Personal Information should be processed or transferred under this Agreement without Privacy and Security Terms necessary for compliance with applicable Law.

7.7 **Remedies.** Each Party agrees that in the event of a breach or threatened breach of this Section 7, the non-breaching Party will be entitled to injunctive relief against the breaching Party in addition to any other remedies to which the non-breaching Party may be entitled. Either Party may terminate this Agreement immediately upon written notice to the other Party if the other Party breaches any of the provisions set forth in this Section 7.

8. **Limitations of Liability.**

8.1 **Disclaimer; General Cap.** SUBJECT TO SECTIONS 8.2, 8.3 AND 8.4, IN NO EVENT WILL: (a) EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (b) EITHER PARTY'S AGGREGATE LIABILITY UNDER THIS AGREEMENT, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, EXCEED THE GREATER OF: (i) THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID BY BUYER FOR THE SUBSCRIPTION IN THE TWELVE (12) MONTHS PRECEEDING THE EVENT GIVING RISE TO SUCH DAMAGES, OR (ii) $108,000.

8.2   Exception for Gross Negligence, Willful Misconduct or Fraud. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTION 8.1(a) AND (b) WILL NOT APPLY TO A PARTY'S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR FRAUD.

8.3   Exception for Certain Indemnification Obligations. THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO ANY: (a) COSTS OF DEFENSE; AND/OR (b) ANY AMOUNTS AWARDED AGAINST THE INDEMNIFIED PARTY BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO SETTLEMENT AGREEMENT THAT ARE SUBJECT TO SUCH PARTY'S INDEMNIFICATION AND DEFENSE OBLIGATIONS UNDER THIS AGREEMENT.

8.4   Special Cap for Security Breach.

8.4.1   THE EXCLUSIONS OF AND LIMITATIONS ON LIABILITY SET FORTH IN SECTIONS 8.1(a) AND (b) WILL NOT APPLY TO, AND INSTEAD SECTION 8.4.2 WILL APPLY TO: (a) BUYER'S COSTS OF INVESTIGATION, NOTIFICATION, REMEDIATION AND MITIGATION RESULTING FROM ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF BUYER DATA RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING NOTICE OF BREACH TO AFFECTED INDIVIDUALS, INDUSTRY SELF-REGULATORY AGENCIES, GOVERNMENT AUTHORITIES AND THE PUBLIC, AND CREDIT AND IDENTITY THEFT MONITORING SERVICES FOR AFFECTED INDIVIDUALS AND LICENSOR'S OBLIGATIONS WITH RESPECT THERETO PURSUANT TO SECTION 9.5; AND (b) ANY LIABILITIES ARISING FROM CLAIMS BROUGHT BY THIRD PARTIES AGAINST BUYER ARISING FROM ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF BUYER DATA RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING OUT-OF-POCKET COSTS OF DEFENSE AND ANY AMOUNTS AWARDED AGAINST BUYER BY A COURT OF COMPETENT JURISDICTION OR AGREED UPON PURSUANT TO A SETTLEMENT AGREEMENT.

8.4.2   LICENSOR'S AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ANY UNAUTHORIZED ACCESS, USE OR DISCLOSURE OF BUYER DATA RESULTING FROM BREACH OF LICENSOR'S OBLIGATIONS UNDER ANY PRIVACY AND SECURITY TERMS, INCLUDING BUYER'S COSTS SET FORTH IN SECTION 8.4.1 AND LICENSOR'S INDEMNIFICATION AND DEFENSE OBLIGATIONS PURSUANT TO SECTION 9.1(b) AND ITS OBLIGATIONS PURSUANT TO SECTION 9.5, WHETHER SUCH DAMAGES ARE BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, WILL NOT EXCEED (IN LIEU OF AND NOT IN ADDITION TO THE AMOUNT SET FORTH IN SECTION 8.1) THE GREATER OF: (i) THREE TIMES THE FEES AND OTHER AMOUNTS PAID AND REQUIRED TO BE PAID BY BUYER FOR THE SUBSCRIPTION IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY; OR (ii) NINETY THOUSAND DOLLARS ($90,000).

9.   Indemnification.

9.1   Licensor Indemnity. Licensor will, at its expense, indemnify, defend and hold harmless Buyer and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Buyer Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third-party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**"), to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Licensed Materials or Buyer's use thereof as permitted under this Agreement; and (b) any unauthorized access, use or disclosure of Buyer Data resulting from breach of Licensor's obligations under any Privacy and Security Terms.

9.2   Buyer Indemnity. Buyer will, at its expense, indemnify, defend and hold harmless Licensor and its Affiliates and their respective officers, directors, employees, agents and representatives (collectively "**Licensor Indemnified Parties**") from and against any and all claims, actions, proceedings and suits brought by a third-

party, and any and all liabilities, losses, damages, settlements, penalties, fines, costs and expenses (including reasonable attorneys' fees) ("**Claims**") to the extent arising out of or relating to an allegation of any of the following: (a) infringement, misappropriation or violation of any Proprietary Rights by the Buyer Materials or Buyer Data or Licensor's use thereof as permitted under this Agreement; (b) any unauthorized or unlawful receipt, processing, transmission or storage of Buyer Data by Licensor in the performance of its obligations as permitted under this Agreement resulting from breach of Buyer's obligations under Section 7.2.2; (c) any and all claims that any improper medical treatment resulted from Buyer's use and/or reliance upon the SaaS Service; and (d) third-party claims and losses, liabilities, costs or damages awarded to (or agreed to in settlement with) such third-party to the extent such Claims arise from or are based on Buyer's use of the SaaS Software and/or SaaS Subscription and/or arise from the Buyer Configuration.

   9.3 **Process.** The Party(ies) seeking indemnification pursuant to this Section 9 (each, an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") will give the other Party (the "**Indemnifying Party**") prompt notice of each Claim for which it seeks indemnification, provided that failure or delay in providing such notice will not release the Indemnifying Party from any obligations hereunder except to the extent that the Indemnifying Party is prejudiced by such failure. The Indemnified Parties will give the Indemnifying Party their reasonable cooperation in the defense of each Claim for which indemnity is sought, at the Indemnifying Party's expense. The Indemnifying Party will keep the Indemnified Parties informed of the status of each Claim. An Indemnified Party may participate in the defense at its own expense. The Indemnifying Party will control the defense or settlement of the Claim, provided that the Indemnifying Party, without the Indemnified Parties' prior written consent: (a) will not enter into any settlement that; (i) includes any admission of guilt or wrongdoing by any Indemnified Party; (ii) imposes any financial obligations on any Indemnified Party that Indemnified Party is not obligated to pay under this Section 9; (iii) imposes any non-monetary obligations on any Indemnified Party; and (iv) does not include a full and unconditional release of any Indemnified Parties; and (b) will not consent to the entry of judgment, except for a dismissal with prejudice of any Claim settled as described in (a). The Indemnifying Party will ensure that any settlement into which it enters for any Claim is made confidential, except where not permitted by applicable Law.

   9.4 **Infringement Remedy.** In addition to Licensor's obligations under Section 9.1, if the Software or other Licensed Materials is held, or in Licensor's opinion is likely to be held, to infringe, misappropriate or violate any Proprietary Rights, or, if based on any claimed infringement, misappropriation or violation of Proprietary Rights, an injunction is obtained, or in Licensor's opinion an injunction is likely to be obtained, that would prohibit or interfere with Buyer's use of the Licensed Materials under this Agreement, then Licensor will at its sole option and expense either: (a) procure for Buyer the right to continue using the affected Licensed Materials in accordance with the license granted under this Agreement; or (b) modify or replace the affected Licensed Materials so that the modified or replacement Licensed Materials are reasonably comparable in functionality, interoperability with other software and systems, and levels of security and performance and do not infringe, misappropriate or violate any third-party Proprietary Rights. If, in such circumstances, Licensor cannot not successfully accomplish any of the foregoing actions on a commercially reasonable basis, Licensor will notify Buyer and either Party may terminate the Subscription and this Agreement, in which case Licensor will refund to Buyer any fees prepaid to Licensor by Buyer prorated for the unused portion of the Subscription. For clarity, Licensor's indemnification and defense obligations under this Section include infringement Claims based on use of the Licensed Materials by Buyer Indemnified Parties following an initial infringement Claim except that, if Licensor responds to an infringement Claim by accomplishing the solution in (b), Licensor will have no obligation to defend and indemnify Buyer for infringement Claims arising from Buyer's use after the accomplishment of (b) of the infringing Licensed Materials for which Licensor provided modified or replacement Licensed Materials.

   9.5 **Security Breach Remedy**. In addition to Licensor's obligations under Section 9.1, if any unauthorized access, use or disclosure of any Buyer Data results from breach of Licensor's obligations under any Privacy and Security Terms, Licensor will pay the reasonable and documented costs incurred by Buyer for investigation, notification, remediation and mitigation concerning such unauthorized access, use or disclosure of Buyer Data, including notice of breach to affected individuals, industry self-regulatory agencies, government

authorities and the public, and credit and identity theft monitoring services for affected individuals.

9.6   Limitations.

9.6.1   Licensor will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Licensed Materials not provided by Licensor or its Personnel; (b) use of the Software in combination with third-party equipment or software not provided or made accessible by Licensor or not specifically referenced for use with the Licensed Materials by the Standard Contract Listing or Documentation; or (c) use of the Licensed Materials by Buyer in breach of this Agreement. Licensor's liability under this Section 9 with respect to any infringement Claim that is attributable to use of the Software in combination with third-party equipment or software provided or made accessible by Licensor or specifically referenced by the Standard Contract Listing or Documentation is limited to Licensor's proportional share of defense costs and indemnity liability based on the lesser of: (i) the value of the contribution of the Licensed Materials to the total value of the actual or allegedly infringing combination; or (ii) the relative contribution of the Licensed Materials to the actual or allegedly infringed claims (e.g., the Licensed Materials are alleged to satisfy one limitation of a claim with four separate limitations and Licensor would be responsible for a 25% share of the defense and indemnity obligations).

9.6.2   Buyer will have no liability or obligation under this Section 9 with respect to any infringement Claim to the extent attributable to any: (a) modifications to the Buyer Materials or Buyer Data not provided by Buyer or its Personnel; or (b) use of the Buyer Materials or Buyer Data by Licensor in breach of this Agreement.

9.6.3   This Section 9 states the entire liability of Licensor with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Licensed Materials or any part thereof or by any use thereof by Buyer, and this Section 9 states the entire liability of Buyer with respect to infringement, misappropriation or violation of Proprietary Rights of third parties by any Buyer Materials, Buyer Data or any part thereof or by any use, receipt, storage or processing thereof by Licensor.

9.7   Not Limiting. The foregoing indemnities will not be limited in any manner whatsoever by any required or other insurance coverage maintained by a Party.

10.   Term and Termination.

10.1   Term. Buyer will have access to and use of the SaaS Service in the Operational Environments beginning upon the Effective Date, which will continue for one (1) year (also referred to herein as a "**Contract Year**") (the "**Term**"). On each subsequent anniversary of the Effective Date the Term will automatically extend for an additional one (1) year unless Buyer notifies Licensor in writing (email is acceptable), at least thirty (30) days prior to the expiration of the then-current Term, that Buyer does not wish to renew the Term (the "**Automatic Extension**"). Upon operation of the Automatic Extension, the extended Term then becomes the then-current Term (also recognized as an "**Extended Contract Year**"). Each time an Automatic Extension occurs, the Subscription Fee will be recalculated to equal: ((the then-expiring Subscription Fee) x (105.0%)) (the "**Revised Subscription Fee**"). Thus, if Contract Year One (for which the Subscription Fee equals $36,000) is expiring, and an Automatic Extension occurs, then the Revised Subscription Fee for Contract Year Two (the Extended Contract Year) equals (($36,000) x (105.0%) = $37,800)). The term Revised Subscription Fee is used interchangeably herein with the term Subscription Fee. Section 1.2.3 controls the payment terms of the Revised Subscription Fee associated with each Automatic Extension.

10.2   Termination for Convenience. Buyer may terminate the Subscription or this Agreement without cause at any time upon notice to Licensor or using the termination or cancellation functionality available through the AWS Marketplace. However, if Buyer either terminates this Agreement for convenience or allows it to expire: (a) Buyer will not be entitled to refund of Subscription Fees nor relieved of any future payment obligations for any unused portion of the Subscription; and (b) Buyer will be prohibited from subscribing to the

SaaS Service via the AWS Marketplace in the future.

10.3   Termination for Cause. Either Party may terminate the Subscription or this Agreement if the other Party materially breaches this Agreement and does not cure the breach within thirty (30) days following its receipt of written notice of the breach from the non-breaching Party. In the case of a SaaS Subscription, termination by Licensor pursuant to this Section does not prejudice Buyer's right, and Licensor's obligation, to extract or assist with the retrieval or deletion of Buyer Data as set forth in Section 10.4.2 following such termination.

10.4   Effect of Termination.

10.4.1   Buyer's Obligations. Upon termination or expiration of the Subscription or this Agreement: (a) Buyer's right to use the Software licensed under such Subscription will terminate; (b) Buyer's access to the Software and Service provided under such Subscription will be disabled and discontinued; and (c) Buyer will delete all Licensed Data. Termination or expiration of any Subscription purchased by Buyer from Licensor will not terminate or modify any other Subscription purchased by Buyer from Licensor.

10.4.2   Licensor's Obligations. Within 30 days following termination or expiration of any SaaS Subscription for any reason and on Buyer's written request at any time before termination or expiration, Licensor will extract from the SaaS Service and discard, destroy, or otherwise securely dispose of all Buyer Data in conformance with NIST Special Publication 800-88. If Licensor is not able to delete any portion of the Buyer Data or Buyer Confidential Information, it will remain subject to the confidentiality, privacy and data security terms of this Agreement.

10.4.3   Sections 4 (Proprietary Rights), 6 (Confidentiality), 7.2.1 (Buyer Data and Buyer Materials), 8 (Limitations of Liability), 9 (Indemnification), 10.4 (Effect of Termination), 11 (Insurance), 12(General) and 13 (Definitions) and any perpetual license granted under this Agreement, together with all other provisions of this Agreement that may reasonably be interpreted or construed as surviving expiration or termination, will survive the expiration or termination of this Agreement for any reason; but the nonuse and nondisclosure obligations of Section 6 will expire five (5) years following the expiration or termination of this Agreement, except with respect to, and for as long as, any Confidential Information constitutes a trade secret.

11.   Insurance.

11.1   Coverages. Each Party will obtain and maintain appropriate insurance necessary for implementing and performing under this Agreement in accordance with applicable Law and in accordance with the requirements of this Section 11. Subject to Licensor's right to self-insure as described below, Licensor will at its own cost and expense, acquire and continuously maintain the following insurance coverage during the term of this Agreement and for one year after:

11.1.1   Commercial General Liability insurance, including all major coverage categories, including premises-operations, property damage, products/completed operations, contractual liability, personal and advertising injury with limits of $1,000,000 per occurrence and $2,000,000 general aggregate, and $5,000,000 products/completed operations aggregate;

11.1.2   Professional Liability insurance, covering liabilities for financial loss resulting or arising from acts, errors or omissions in rendering Services in connection with this Agreement including acts, errors or omissions in rendering computer or information technology Services, proprietary rights infringement, data damage/destruction/corruption, failure to protect privacy, unauthorized access, unauthorized use, virus transmission and denial of service from network security failures with a minimum limit of $2,000,000 each claim and annual aggregate;

11.1.3 If a SaaS Subscription, Cyber Liability or Technology Errors and Omissions, with limits of $2,000,000 each claim and annual aggregate, providing for protection against liability for: (a) system attacks; (b) denial or loss of service attacks; (c) spread of malicious software code; (d) unauthorized access and use of computer systems; (e) liability arising from loss or disclosure of personal or corporate confidential data; (f) cyber extortion; (g) breach response and management coverage; (h) business interruption; and (i) invasion of privacy; and

11.1.4 If a SaaS Subscription, Computer Crime Insurance with limits of $1,000,000 and Employee Theft/Buyer Insurance Coverage with limits of $500,000.

11.2   **Umbrella Insurance; Self-Insurance.** The limits of insurance may be satisfied by any combination of primary and umbrella/excess insurance. In addition, either Party may satisfy its insurance obligations specified in this Agreement through a self-insured retention program. Upon request by Buyer, Licensor will provide evidence of Licensor's self-insurance program in a formal declaration (on Licensor's letterhead, if available) that declares Licensor is self-insured for the type and amount of coverage as described in Section 11.1. Licensor's declaration may be in the form of a corporate resolution or a certified statement from a corporate officer or an authorized principal of Licensor. The declaration also must identify which required coverages are self-insured and which are commercially insured.

11.3   **Certificates and Other Requirements.** Prior to execution of this Agreement and annually thereafter during the term, Buyer may request that Licensor furnish to Buyer a certificate of insurance evidencing the coverages set forth above. Licensor's Commercial General Liability and any umbrella insurance relied upon to meet the obligations in this Section will be primary and non-contributory coverage and the policies will not contain any intra-insured exclusions as between insured persons or organizations. Licensor's Commercial General Liability policy will provide a waiver of subrogation in favor of Buyer and its Affiliates. The stipulated limits of coverage above will not be construed as a limitation of any potential liability to Buyer, and failure to request evidence of this insurance will not be construed as a waiver of Licensor's obligation to provide the insurance coverage specified.

12.   General.

12.1   **Applicable Law.** This Agreement will be governed and interpreted under the laws of the State of New York, excluding its principles of conflict of laws. The Parties agree that the exclusive forum for any action or proceeding will be in Fairfax County, Virginia, and the Parties consent to the jurisdiction of the state and federal courts located in the District Court for the Eastern District of Virginia. The Parties agree that the United Nations Convention on Contracts for the International Sale of Goods does not apply to this Agreement.

12.2   **Assignment.** Neither Party may assign or transfer this Agreement or any rights or delegate any duties herein without the prior written consent of the other Party, which will not be reasonably withheld, delayed or conditioned. Notwithstanding the foregoing, and without gaining the Buyer's consent, Licensor may assign this Agreement, in whole or part, and delegate its obligations to its Affiliates or to any entity acquiring all or substantially all of its assets related to the Standard Contract Listing or Licensor's entire business, whether by sale of assets, sale of stock, merger or otherwise. Any attempted assignment, transfer or delegation in contravention of this Section will be null and void. This Agreement will inure to the benefit of the Parties hereto and their permitted successors and assigns.

12.3   **Divestiture.** If Buyer divests a portion of its business to one or more organizations that are not Affiliates of Buyer, or if an entity ceases to be an Affiliate of Buyer (such divested business unit or such entity, a "**Divested Affiliate**"), Licensor agrees to allow such Divested Affiliate to continue to use the Software, and Buyer may elect that (a) such Divested Affiliate continue, as if it were a Buyer Affiliate, to use the Software under Buyer's account with Licensor if a SaaS Subscription for the remainder of the Subscription, or (b) such Divested Affiliate may obtain its own Subscription to the Software for a period of 90 days after the effective date of such

divestiture under the same terms and conditions as this Agreement and the same pricing as set forth in the Standard Contract Listing. Use by a Divested Affiliate after the conclusion of the Subscription or 90 day period, as applicable, will require a separately purchased subscription from Licensor through an AWS Marketplace account of that Divested Affiliate or its then-current Affiliates.

12.4   Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and there are no other representations, understandings or agreements between the Parties relating to the subject matter hereof. This Agreement is solely between Buyer and Licensor. Neither Amazon Web Services, Inc. nor any of its Affiliates are a party to this Agreement and none of them will have any liability or obligations hereunder. The terms and conditions of this Agreement will not be changed, amended, modified or waived unless such change, amendment, modification or waiver is in writing and signed by authorized representatives of the Parties. NEITHER PARTY WILL BE BOUND BY, AND EACH SPECIFICALLY OBJECTS TO, ANY PROVISION THAT IS DIFFERENT FROM OR IN ADDITION TO THIS AGREEMENT (WHETHER PROFFERED ORALLY OR IN ANY QUOTATION, PURCHASE ORDER, INVOICE, SHIPPING DOCUMENT, ONLINE TERMS AND CONDITIONS, ACCEPTANCE, CONFIRMATION, CORRESPONDENCE, OR OTHERWISE), UNLESS SUCH PROVISION IS SPECIFICALLY AGREED TO IN A WRITING SIGNED BY BOTH PARTIES.

12.5   Force Majeure. Neither Party will be liable hereunder for any failure or delay in the performance of its obligations in whole or in part, on account of riots, fire, flood, earthquake, explosion, epidemics, war, strike or labor disputes (not involving the Party claiming force majeure), embargo, civil or military authority, act of God, governmental action or other causes beyond its reasonable control and without the fault or negligence of such Party or its Personnel and such failure or delay could not have been prevented or circumvented by the non-performing Party through the use of alternate sourcing, workaround plans or other reasonable precautions, including, in the case of a SaaS Service, Licensor's Business Continuity Plan, as required under this Agreement (a "**Force Majeure Event**"). A Force Majeure Event will not excuse or suspend Licensor's obligation to invoke and follow its Business Continuity Plan in a timely fashion, and to the extent that such Business Continuity Plan was designed to cover the specific force majeure, or events caused by the Force Majeure Event, the foregoing will excuse Licensor's performance under this Agreement only for the period of time from the occurrence of the Force Majeure Event until Licensor invokes its Business Continuity Plan. If a Force Majeure Event continues for more than 14 days, Buyer may cancel the unperformed portion of the Subscription and receive a pro rata refund of any fees prepaid by Buyer to Licensor for such unperformed portion.

12.6   Export Laws. Each Party will comply with all applicable customs and export control laws and regulations of the United States and/or such other country, in the case of Buyer, where Buyer or its Users use the Software or Services, and in the case of Licensor, where Licensor provides the Software or Services. Each Party certifies that it and its Personnel are not on any of the relevant U.S. Government Lists of prohibited persons, including but not limited to the Treasury Department's List of Specially Designated Nationals and the Commerce Department's list of Denied Persons. Neither Party will export, re-export, ship, or otherwise transfer the Licensed Materials, Services or Buyer Data to any country subject to an embargo or other sanction by the United States.

12.7   Government Rights. As defined in FARS §2.101, the Software and Documentation are "commercial items" and according to DFARS §252.227 and 7014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation". Consistent with FARS §12.212 and DFARS §227.7202, any use, modification, reproduction, release, performance, display or discourse of such commercial software or commercial software documentation by the U.S. government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

12.8   Headings. The headings throughout this Agreement are for reference purposes only, and the words contained therein will in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

12.9   No Third-Party Beneficiaries. Except as specified in Section 9 with respect to Buyer Indemnified Parties and Licensor Indemnified Parties, nothing express or implied in this Agreement is intended to confer, nor will anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations or liabilities whatsoever.

12.10   Notices. To be effective, notice under this Agreement must be given in writing. Each Party consents to receiving electronic communications and notifications from the other Party in connection with this Agreement. Each Party agrees that it may receive notices from the other Party regarding this Agreement: (a) by email to the email address designated by such Party as a notice address for the Standard Contract; (b) by personal delivery; (c) by registered or certified mail, return receipt requested; or (d) by nationally recognized courier service. Notice will be deemed given upon written verification of receipt.

12.11   Nonwaiver. Any failure or delay by either Party to exercise or partially exercise any right, power or privilege under this Agreement will not be deemed a waiver of any such right, power or privilege under this Agreement. No waiver by either Party of a breach of any term, provision or condition of this Agreement by the other Party will constitute a waiver of any succeeding breach of the same or any other provision hereof. No such waiver will be valid unless executed in writing by the Party making the waiver.

12.12   Publicity. Buyer agrees: (a) Licensor will have the right to use any trade name, trademark, service mark or logo owned by Buyer in Licensor's advertising, publicity materials, promotions, press releases or otherwise, without first obtaining Buyer's prior consent (written or otherwise); and (b) neither it nor its Affiliates will issue any publicity materials or press releases that refer to Licensor, or use any trade name, trademark, service mark or logo belonging to or affiliated with Licensor in any advertising, promotions or otherwise, without Licensor's prior written consent.

12.13   Relationship of Parties. The relationship of the Parties will be that of independent contractors, and nothing contained in this Agreement will create or imply an agency relationship between Buyer and Licensor, nor will this Agreement be deemed to constitute a joint venture or partnership or the relationship of employer and employee between Buyer and Licensor. Each Party assumes sole and full responsibility for its acts and the acts of its Personnel. Neither Party will have the authority to make commitments or enter into contracts on behalf of, bind, or otherwise oblige the other Party.

12.14   Severability. If any term or condition of this Agreement is to any extent held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement will not be affected thereby, and each term and condition will be valid and enforceable to the fullest extent permitted by law.

12.15   Subcontracting. Licensor may use Subcontractors in its performance under this Agreement, provided that: (a) Licensor remains responsible for all its duties and obligations hereunder and the use of any Subcontractor will not relieve or reduce any liability of Licensor or cause any loss of warranty under this Agreement; and (b) Licensor agrees to be directly liable for any act or omission by such Subcontractor to the same degree as if the act or omission were performed by Licensor such that a breach by a Subcontractor of the provisions of this Agreement will be deemed to be a breach by Licensor. The performance of any act or omission under this Agreement by a Subcontractor for, by or through Licensor will be deemed the act or omission of Licensor. Upon request, Licensor will identify to Buyer any Subcontractors performing under this Agreement, including any that have access to Buyer Data, and such other information reasonably requested by Buyer about such subcontracting.

13.   Definitions.

13.1   "Affiliate" means, with respect to a Party, any entity that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with such Party.

13.2 "**AWS Marketplace**" means the software marketplace operated by Amazon Web Services, Inc. located at https://aws.amazon.com/marketplace/ as it may be updated from time to time.

13.3 "**Buyer Data**" means all data, records, files, information or content, including text, sound, video, images and software, that is: (a) input or uploaded by Buyer or its Users to or collected, received, transmitted, processed, or stored by Buyer or its Users using the Software or SaaS Service in connection with this Agreement, or (b) derived from the means set out in subpart (a) immediately above. Buyer Data is Confidential Information of Buyer.

13.4 "**Buyer Materials**" means any property, items or materials, including Buyer Data, furnished by Buyer to Licensor for Licensor's use in the performance of its obligations under this Agreement.

13.5 "**Contractor**" means any third-party contractor of Buyer or other third-party performing services for Buyer, including outsourcing suppliers.

13.6 "**Documentation**" means the user guides, manuals, instructions, specifications, notes, documentation, printed updates, "read-me" files, release notes and other materials related to the Software (including all information included or incorporated by reference in the applicable Standard Contract Listing), its use, operation or maintenance, together with all enhancements, modifications, derivative works, and amendments to those documents, that Licensor publishes or provides under this Agreement.

13.7 "**Effective Date**" means the date that Buyer purchases the Subscription to the SaaS Service from the AWS Marketplace.

13.8 "**Licensed Data**" means collectively the LinkID and Match Data that Buyer receives through the operation of the SaaS Service or SaaS Subscription for Buyer's use as further conditioned in each given Standard Contract Listing.

13.9 "**Licensed Materials**" means the Software, Documentation, Licensed Data and any other items, materials or deliverables that Licensor provides, or is obligated to provide, under this Agreement.

13.10 "**LinkID**" means the unique enumerator generated by a given SaaS Service for every unique identity detected within or across Buyer's dataset(s).

13.11 "**Match Data**" means the supplemental data provided by Licensor to Buyer that allows Buyer to determine Buyer's confidence in the results of an identity test generated by a SaaS Service.

13.12 "**Personnel**" means a Party or its Affiliate's directors, officers, employees, non-employee workers, agents, auditors, consultants, contractors, subcontractors and any other person performing services on behalf of such Party (but excludes the other Party and any of the foregoing of the other Party).

13.13 "**Privacy and Security Terms**" means Section 7.5, the attached to this Agreement at Schedule A (Security Addendum) and any other terms and conditions regarding the privacy and security of data agreed upon by the parties that are a part of this Agreement, whether in an addendum or amendment to this Standard Contract.

13.14 "**Proprietary Rights**" means all intellectual property and proprietary rights throughout the world, whether now known or hereinafter discovered or invented, including, without limitation, all: (a) patents and patent applications; (b) copyrights and mask work rights; (c) trade secrets; (d) trademarks; (e) rights in data and databases; and (f) analogous rights throughout the world.

13.15 "**SaaS**" means a way that the Software offered by Licensor under a Standard Contract Listing

may be provisioned to Buyer where the Software is delivered to Buyer on a software-as-a-service basis. The Licensor deploys the hosted Software on under Licensor's own infrastructure and is responsible for granting Buyer access to and use of the Software and SaaS Service.

13.16 **"SaaS Service"** means the SaaS Software as deployed and hosted by Licensor on Licensor's infrastructure, any software and other technology provided or made accessible by Licensor that Buyer is required or has the option to use in order to access, receive and use the SaaS Software as hosted by Licensor, including any software or technology that Buyer is required or has the option to install, operate and use on Buyer's systems for its use of the SaaS Software, and all related services, functions or responsibilities of Licensor inherent in, and necessary for, the proper performance of such software-as-a-service.

13.17 "**Services**" means all services and tasks that Licensor provides, or is obligated to provide, under this Agreement, including without limitation Support Services.

13.18 "**Software**" means the computer software identified in the applicable Standard Contract Listing and any other software, including any patches, bug fixes, corrections, remediation of security vulnerabilities, updates, upgrades, modifications, enhancements, derivative works, new releases and new versions of the Software that Licensor provides, or is obligated to provide, under this Agreement.

13.19 **"Subcontractor"** means any third-party subcontractor or other third-party to whom Licensor delegates any of its duties and obligations under this Agreement.

13.20 "**Subscription**" means a subscription ordered by Buyer in the AWS Marketplace and fulfilled by Licensor for the licensing and provision of SaaS Software listed in a Standard Contract Listing.

13.21 "**Support Services**" means the support and maintenance services for the Software that Licensor provides, or is obligated to provide, as described in the Standard Contract Listing.

13.22 "**System Data**" means data and data elements collected by the SaaS Software, SaaS Service or Licensor's computer systems regarding configuration, environment, usage, performance, vulnerabilities and security of the SaaS Software or SaaS Service that may be used to generate logs, statistics and reports regarding performance, availability, integrity and security of the SaaS Software.

13.23 "**User**" means an employee, non-employee worker or other member of Buyer or any of its Affiliates' workforces, Contractor of Buyer or any of its Affiliates or other person or software program or computer systems authorized by Buyer or any of its Affiliates to access and use the Software as permitted under this Agreement.

13.24 "**Warranty Period**" means for the term of the Subscription.

SCHEDULE A

**Enhanced Security Addendum
for AWS Marketplace Contract
(Financial Services and other Sensitive Information)**

This Enhanced Security Addendum (this "**Addendum**") is part of the Enterprise Contract for AWS Marketplace (the "**Enterprise Contract**") or the Standard Contract for AWS Marketplace (the "**Standard Contract**"), as applicable, between a Buyer and a Seller (for Enterprise Contracts) or a Licensor (for Standard Contracts) and governs the treatment of Confidential Information in the case of a SaaS Subscription. Each of the Standard Contract and the Enterprise Contract is a Marketplace Contract. Each Seller and each Licensor is a Supplier. All capitalized terms used but not defined in this Addendum have the meanings given to them in the Enterprise Contract or the Standard Contract, as applicable.

Supplier's obligations under this Addendum are in addition to those set forth in the Security Addendum. Any ambiguity in this Addendum will be resolved in favor of protecting the confidentiality and security of Personal Information and other Confidential Information. In the event of a conflict between the terms and conditions of this Addendum and the Security Addendum, this Addendum will govern.

1.   **Data Protection.**

   1.1   **Compliance with Applicable Law.** Any collection, use, storage, processing or transfer of Personal Information by Supplier shall be undertaken in compliance with all applicable local, state, federal, and international Laws governing Buyer's collection, maintenance, transmission, dissemination, use and destruction of Personal Information.

   1.2   **PCI Compliance.** To the extent Supplier has access to the payment card information of Buyer's employees or clients, any collection, maintenance and/or use of Personal Information by Supplier shall be undertaken in compliance with the Payment Card Industry Association Security Standards.

   1.3   **Use of AWS Services.** Buyer acknowledges that Supplier uses AWS Services for the processing and hosting of the SaaS Services provided pursuant to this Agreement. Buyer consents to Supplier's storage of Confidential Information in the AWS region selected by Supplier and to Supplier's use of AWS Services to process Confidential Information and provide the SaaS Services.

   1.4   **Disclosure of Data Due to Legal Obligation.** If Supplier is required by law to disclose or produce any Confidential Information of Buyer, Supplier will cooperate with Buyer, as reasonably requested by Supplier, in seeking protective orders or confidential treatment for any Confidential Information of Buyer before any Confidential Information of Buyer is disclosed or produced.

2.   **Data Retention Period.** Supplier agrees to retain all Confidential Information of Buyer for a period of time specified by Buyer in writing and to dispose securely of all Confidential Information at the end of the specified retention period, unless otherwise instructed in writing.

3.   Information Security. Supplier will implement and maintain, as part of its Security Program, at a minimum, but without limitation to, the following additional requirements:

3.1   formalized information security and confidentiality training not less than annually;

3.2   a disciplinary process for employees who fail to adhere to applicable information security policies;

3.3   physical or logical separation of Confidential Information from Supplier's data and third party data;

3.4   encryption of Confidential Information at rest and in transit to or from systems owned or operated by or for Supplier to support the Services using industry standard encryption methods;

3.5   specific controls to ensure that Supplier has and enforces two-factor authentication for any and all remote connection to Supplier systems that access Confidential Information;

3.6   all Confidential Information deleted by Supplier will be securely and permanently deleted in accordance with industry standards, such as NIST Special Publication 800-88 Revision 1, Guidelines for Media Sanitation December 18, 2014;

3.7   maintain records to ensure the ability to audit access to Confidential Information, including (i) logging successful and unsuccessful sign-on attempts and (ii) ensuring that audit trails capture detailed activity within a user's session;

3.8   upon request by Buyer, completing and providing to Buyer security questionnaires and/or self-assessment security compliance reviews;

3.9   risk assessments at least annually of the safeguards for the protection of Personal Information and other Confidential Information; and

3.10   audits at least once per year that verify its information security practices as to the use, handling and storage of Confidential Information in accordance with the requirements of this Addendum.

4.   Data Breaches. Supplier shall notify Buyer promptly (but in any event within three days) upon discovery of any actual or reasonably suspected Security Incident, and will cooperate with Buyer in every reasonable way to help Buyer regain possession of the Confidential Information and prevent any further compromise, unauthorized use or disclosure. Supplier must document responsive actions taken in connection with any actual or reasonably suspected Security Incident, and conduct a mandatory post-incident review of actions taken, if any, to make changes in business practices relating to the protection of Confidential Information.

5.   Audits and Investigations.

5.1   At least once annually, Supplier shall commission an SSAE 18 SOC2 Type II audit (or an equivalent attestation by an independent third party) and will promptly provide to Buyer a copy of or online viewing access the audit reports issued (or a summary of the audit reports, in a level of detail reasonably acceptable to Buyer, if use or distribution of the reports is restricted by the third party auditor) as a result of such audits. Supplier will cooperate and provide the third party auditor with access to, and the right to inspect and audit, all records and systems relating to (i) the collection, processing, or transfers of data relating to Confidential Information and (ii) the information security measures used by Supplier and its contractors to secure Confidential Information.

5.2   Supplier further agrees to cooperate in any investigation by Buyer (and in responding to any inquiry relating to Personal Information). In the event of any such investigation or inquiry, upon notice to Supplier, Buyer may suspend any further transfers of Personal Information for so long as may be necessary to obtain assurances that any additional transfers will not provide the basis for further regulatory action or possible liabilities. Any such suspension will not relieve either Party for any liability arising from the Agreement or any other commercial agreements with Buyer.

SCHEDULE B
MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement ("*Agreement*") is entered into by and between Licensor ("VERATO") and Buyer ("COMPANY") (both of which are referred to individually herein as the "*Party*" and both of which are referred to collectively herein as the "*Parties*"), as of the date set forth on the signature page hereof (the "*Effective Date*").

Preliminary Statement

The Parties wish to evaluate the feasibility of a potential business relationship as further described below (the "*Purpose*"). The Parties recognize that in order to evaluate the Purpose, it may be necessary to exchange certain Proprietary Information (as defined below) on a confidential basis. The party disclosing Proprietary Information under this Agreement will be referred to as the **"Disclosing Party"** and the party receiving Proprietary Information will be referred to as the **"Receiving Party"**. Both the Receiving Party and Disclosing Party shall include any person(s) acting on behalf of either such party as an affiliate, agent, consultant or employee (a "*Representative*"). Each party is responsible for any breach of this Agreement by any of its Representatives.

In addition to the foregoing, the Parties agree as follows:

1.   Proprietary Information. This Agreement shall apply to all information that is proprietary and relates to the Disclosing Party's business, including, without limitation, performance, technical, specifications, designs, testing, evaluation, construction and process information, computer programs, technical drawings and diagrams, algorithms, formulae, methodologies, know-how, processes, trade secrets, ideas, inventions whether patentable or not and whether reduced to practice or not, data including technical data, data architecture, data sets and/or data compilation(s), tangible objects including hardware and software, product development plans, and concepts, in any format or medium whether written or oral, and all such similar or related business and financial information including business, customer, product, sales, financial, cost and pricing, contractual, personnel, marketing information, forecasts and strategies and related information of either the Disclosing Party or to the extent disclosed by Disclosing Party to the Receiving Party (the "Proprietary Information"). VERATO's Proprietary Information, in addition to the information listed above, includes without limitation technology related to identity matching, identity correlation, and identity validation that aids or results in an evaluation of the accuracy of identity record databases, the ability to suggest corrections to identity records, or the ability to link identity records within and across systems. Notwithstanding the foregoing, each Disclosing Party acknowledges and agrees that this Agreement shall not apply to Proprietary Information that the Receiving Party can document through competent written evidence:

(i)   is or (through no improper action or inaction by the Receiving Party or its Representative) becomes generally known to the public;

(ii)   was in its possession or known by it prior to receipt from the Disclosing Party;

(iii)   was disclosed to it by a third party and received in good faith by the Receiving Party;

or

(iv)   was independently developed without use of any Proprietary Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Proprietary Information.

2.   All Prior Communications Are Covered. This Agreement expressly covers and protects all conversations, communications and/or exchanges of any and all information, including Proprietary Information, that occurred between the Parties prior to the execution of this Agreement. This Agreement moreover incorporates herein any and all obligations of confidentiality agreed to orally by the Parties prior to the execution of this Agreement.

3.   The Disclosing Party's Obligations. In order for Proprietary Information disclosed by the Disclosing Party to be protected in accordance with this Agreement, it must be: (a) in writing and; (b) clearly identified as Proprietary Information at the time of its disclosure by each page thereof being marked with an appropriate legend indicating that the information is deemed proprietary by the Disclosing Party. Where the Proprietary Information was in written form but lacked an identification as Proprietary Information, the Disclosing Party shall have thirty (30) days to replace the written materials with written materials containing Proprietary Information identification. Where the Proprietary Information has not been or cannot be reduced to written form at the time of disclosure and such disclosure is made orally and with prior assertion of proprietary rights therein, such orally disclosed proprietary information shall only be protected in accordance with this Agreement provided that complete written summaries of all proprietary aspects of any such oral disclosures shall have been delivered to the receiving party within twenty (20) calendar days of said oral disclosures. Where the Proprietary Information is computer software, said software may be encoded with proprietary markings. Neither party shall identify information as proprietary, which is not in good faith believed to be confidential, privileged, a trade secret, or otherwise entitled to such markings or proprietary claims.

4.   The Receiving Party's Obligations. The Receiving Party agrees:

(i)   to hold the Disclosing Party's Proprietary Information in strict confidence and to take all reasonable precautions to protect such Proprietary Information (including, without limitation, all precautions that the Receiving Party employs with respect to its own confidential information);

(ii)   not to divulge any such Proprietary Information or any information derived therefrom to any third person;

(iii)   not to make any use whatsoever at any time of such Proprietary Information except to evaluate the Proprietary Information internally and directly in connection with the Purpose; and

(iv)   not reverse engineer any such Proprietary Information or, except as strictly permitted herein, copy the same.

The Receiving Party may make disclosures required by court order *provided that* Receiving Party uses all commercially reasonable efforts to limit disclosure and to obtain confidential treatment or a protective order, has notified the Disclosing Party and has allowed the Disclosing Party to participate in the proceeding. Any employee to whom the Receiving Party gives access to any such Proprietary Information must have a legitimate "need to know" such Proprietary Information and shall be bound in writing to maintain the confidentiality of, and not to use, the Disclosing Party's Proprietary Information under terms and conditions no less stringent than those set forth in this Agreement.

5. **Return of Proprietary Information**. Immediately upon a written request by the Disclosing Party at any time, the Receiving Party will turn over to the Disclosing Party or destroy all Proprietary Information of the Disclosing Party within the Receiving Party's possession and certify same to the Disclosing Party. The decision whether the Proprietary Information will be returned or destroyed is at the sole discretion of the Disclosing Party.

6. **No Required Transaction, License, Restriction or Costs**. The Receiving Party understands that nothing herein; i) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with which Proprietary Information may be disclosed; or ii) grants any right or license to use or practice any of the Proprietary Information disclosed hereunder, as well as any trade secrets, copyrights, inventions, patents or other intellectual property rights of the Disclosing Party.

Each Party further acknowledges that this Agreement and any meetings and communications of the Parties relating to the subject matter hereof shall not: i) constitute a representation, warranty, assurance, guarantee or inducement with respect to the accuracy or completeness of any Proprietary Information or the non-infringement of the rights of third persons; or ii) impair or restrict a Receiving Party's right to make, procure or market any products or services, now or in the future, which may be competitive with those offered by the Disclosing Party or which are the subject matter of this Agreement as long as the Proprietary Information from the Disclosing Party is not utilized in any manner to enhance the competitive position in the market place of the Receiving Party. Each Party expressly agrees that expenses or losses incurred that are related to the preparation or negotiation of this Agreement shall be borne solely by it without reimbursement of any kind from the other party.

7. **Confidentiality of Agreement and Purpose**. Except to the extent required by law, or as permitted by each Party in writing, neither party shall disclose the Purpose, the existence or subject matter of the negotiations with respect to the Purpose, or this Agreement.

8. **Confidentiality Period**. This Agreement shall remain in effect for a term of two (2) years from the date of this Agreement. However, the obligations hereunder with respect to any disclosure made within such term will survive and continue for a period of three (3) years after the Agreement terminates or expires, except that the obligations with respect to Proprietary Information constituting a trade secret shall survive for so long as such information remains a trade secret under applicable law.

9. **Remedies**. The Receiving Party acknowledges and agrees that, due to the unique nature of the Disclosing Party's Proprietary Information, there can be no adequate remedy at law for any breach of its obligations hereunder, that any such breach may allow the Receiving Party or third parties to unfairly compete with the Disclosing Party resulting in irreparable harm to the Disclosing Party, and therefore, that upon any such breach or any threat thereof, the Disclosing Party shall be entitled to seek appropriate equitable relief in addition to whatever remedies it might have at law and to be indemnified by the Receiving Party from any direct loss or harm, including, without limitation, reasonable attorneys' fees, in connection with any breach or enforcement of the Receiving Party's obligations hereunder or the unauthorized use or release of any such Proprietary Information. The Receiving Party will notify the Disclosing Party in writing immediately upon the occurrence of any such unauthorized release or other breach of which it is aware.

10. **Severability**. If any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be illegal, invalid, or unenforceable, such provisions shall be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect.

11. **Governing Law; Jurisdiction.** This Agreement shall be governed by, and construed in

accordance with, the laws of the State of Delaware without regard to its conflicts of law provisions.

12.   Notices. All notices required or desired to be given hereunder shall be deemed delivered when given by hand delivery, by nationally-recognized overnight courier service with tracking capabilities, or by registered or certified mail, return receipt requested, to the addresses set forth in the preamble to this Agreement, or such other addresses of which the Parties may notify each other from time to time in accordance with this Section 12, and shall be effective upon receipt.

13.   Assignment. Neither this Agreement nor any rights hereunder shall be assignable or otherwise transferable by either party in whole or in part without prior written consent (which consent will not be unreasonably withheld), provided, however, that either party may assign or transfer this Agreement and its rights hereunder to any current or future affiliates or any successor to its assets or business if such assignee agrees in writing to be bound by the terms and conditions hereof.

14.   Legal Costs. The prevailing party in any action to enforce this Agreement shall be entitled to actual costs and reasonable attorneys' fees.

15.   Entire Agreement; Waiver; Signature and Delivery. This Agreement supersedes all prior discussions and writings and constitutes the entire agreement between the parties with respect to the subject matter hereof. No waiver or modification of this Agreement will be binding upon either party unless made in writing and signed by a duly authorized representative of such party and no failure or delay in enforcing any right shall be deemed a waiver of such right. Execution and delivery of this Agreement via facsimile with written confirmation of transmission is hereby deemed valid and effective, and a signed facsimile is hereby deemed an original for all purposes.

16.   Purpose of Discussions. Discussions conducted between the Parties concern VERATO's technology, as well as potential collaboration and business opportunities between the Parties that may involve the licensing and/or reselling of the Parties' products and services.

17.   Effective Date. This Agreement is effective as of the Effective Date as defined and determined in the Agreement.

SCHEDULE C

HIPAA Business Associate Addendum forAWS
Marketplace Contract

This HIPAA Business Associate Addendum (this "**BAA**") is part of the Verato Standard Contract for the AWS Marketplace and governs the creation, receipt, maintenance, or transmission of Protected Health Information on Buyer's behalf. Each Seller and each Licensor is a Supplier. This Addendum is not applicable if Supplier does not create, receive, maintain, or transmit Protected Health Information on behalf of Buyer or if Buyer is not subject to the Administrative Simplification of the Health Insurance Portability and Accountability Act of 1996, as amended, and its implementing regulations (collectively "**HIPAA**") as a Covered Entityor Business Associate.

1. Definitions

1.1 All capitalized terms used but not otherwise defined in this BAA or theMarketplace Contract shall have the same meaning as in HIPAA.

1.2 "**Individual**" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with45 C.F.R. § 164.502(g).

1.3 "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103 that is received, created, maintained, ortransmitted by Supplier on behalf of Buyer.

2. Permitted Uses and Disclosures by Supplier

2.1 Except as otherwise limited in this BAA, Supplier may Use or Disclose ProtectedHealth Information in its possession to perform functions, activities, or services for, or on behalfof, Buyer as specified in the Marketplace Contract, provided that such Use or Disclosure would not violate HIPAA if done by Buyer.

2.2 Except as otherwise limited in this BAA, Supplier may Use Protected Health Information for the proper management and administration of Supplier or to carry out the legalresponsibilities of Supplier

2.3 Except as otherwise limited in this BAA, Supplier may Disclose the ProtectedHealth Information in its possession to a third party for the proper management and administration or to fulfill any legal responsibilities of Supplier, provided that:

2.3.1 The Disclosure is Required by Law; or

2.3.2 Supplier has received from the third party reasonable written assurancesthat: (1) the information will remain confidential and will be Used or further Disclosed only asRequired by Law or for the purpose for which it was Disclosed to the party; and (2) the third party will notify Supplier of any instances of which it becomes aware in which theconfidentiality of the information has been breached.

2.4 Supplier may not Use Protected Health Information to create de-identified HealthInformation in accordance with 45 C.F.R. § 164.514(b) for purposes unrelated to the Marketplace Contract without prior written approval of Buyer.

3. Obligations and Activities of Supplier

3.1 Supplier shall not Use or Disclose Protected Health Information other than aspermitted or required by this BAA.

3.2   Supplier agrees to use appropriate administrative, physical, and technicalsafeguards and comply, where applicable, with the Security Standards for Protection of
Electronic Protected Health Information, 45 C.F.R. Part 164 Subpart C (the "Security Rule")with respect to Electronic Protected Health Information, to prevent Use or Disclosure of the Protected Health Information other than as provided for by this BAA.

3.3   Supplier agrees to comply with the applicable requirements of the Security Rule.

3.4   Supplier agrees to mitigate, to the extent practicable, any harmful effect that isknown to Supplier of a Use or Disclosure of Protected Health Information by Supplier in violation of the requirements of this BAA.

3.5   Supplier agrees to report to Buyer, without unreasonable delay and no later thanwithin five (5) business days of discovery:

3.5.1   Any Use or Disclosure of Protected Health Information not providedfor by this BAA, including Breaches of Unsecured Protected Health Information; and/or

3.5.2   Any Security Incident, provided that this section shall hereby serve asnotice, and no additional reporting shall be required, of any unsuccessful attempts at unauthorized Access, Use, Disclosure, modification, or destruction of information or unsuccessful interference with system operations in an information system.

3.6   For any Breach of Unsecured Protected Health Information, Supplier agrees tosupplement the above report with the information required by 45 C.F.R. § 164.410 without unreasonable delay and in no case later than 30 calendar days after discovery of the Breach.

3.7   Supplier agrees to ensure that any Subcontractors that create, receive, maintain,or transmit Protected Health Information on Supplier's behalf agree in writing to the same restrictions and conditions that apply through this BAA to Supplier with respect to such Protected Health Information, including complying with the applicable requirements of the Security Rule.

3.8   Supplier agrees to make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Supplier on behalf of Buyer, available to the Secretary of the Department of Health and Human Services ("Secretary") for the purposes of the Secretary determining compliance with HIPAA. Nothing in this section shall be construed as a waiver of any legal privilege or of any protectionsfor trade secrets or confidential commercial information.

3.9   Supplier, upon request by Buyer, will make Protected Health Information in a Designated Record Set available to Buyer or, at the request of Buyer, the Individual, within ten
(10) days of Buyer's request, as necessary to allow Buyer to comply with its obligations to provide access to Individuals of their health information as required by 45 C.F.R. § 164.524. Tothe extent that Protected Health Information in a Designated Record Set is available to Buyer through access to the SaaS Service, then Supplier satisfies its obligations under this section through the provision of the SaaS Service.

3.10   Supplier, upon request by Buyer, will make Protected Health Information in a Designated Record Set available to Buyer and will incorporate any amendments to such information as instructed by Buyer within ten (10) days of a request, as necessary to allow Buyerto comply with its amendment obligations as required by 45 C.F.R. § 164.526. To the extent thatBuyer can amend Protected Health Information in a Designated Record Set through use of the SaaS Service, then Supplier satisfies its obligations under this section through the provision of the SaaS Service.

3.11   Supplier will maintain and, upon request by Buyer, within ten (10) days provideBuyer with the

information necessary for Buyer to provide an Individual with an accounting of Disclosures as required by 45 C.F.R. § 164.528.

       3.12 To the extent that Supplier is to carry out one or more of Buyer's obligations under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 164 Subpart E (the "Privacy Rule"), including but not limited to the provision of a notice of privacy practices on behalf of Buyer, Supplier shall comply with the requirements of the PrivacyRule that apply to Buyer in the performance of such obligations.

4. Obligations of Buyer

       4.1 In the even that Buyer is a Covered Entity, then Buyer shall notify Supplier of anylimitation(s) in Buyer's notice of privacy practices under 45 C.F.R. §164.520, to the extent that such limitation may affect Supplier's use or disclosure of Protected Health Information. In the event that Buyer is purchasing the SaaS Services as a Business Associate of one or more Covered Entities, then Buyer shall notify Supplier of any applicable limitation(s) of a Covered
Entity's notice of privacy practices under 45 C.F.R. §164.520, to the extent that Buyer is awareof such limitation and such limitations may affect Supplier's use or disclosure of Protected Health Information.

       4.2 Buyer shall notify Supplier of any changes in, or revocation of, the permission byan Individual to use or disclose his or her Protected Health Information, to the extent that Buyer isaware of such changes and such changes may affect Supplier's use or disclosure of Protected Health Information.

       4.3 Buyer shall notify Supplier of any restriction on the use or disclosure of ProtectedHealth Information under 45 C.F.R. §164.522, to the extent that Buyer is aware of such restriction and such restriction may affect Supplier's use or disclosure of Protected HealthInformation.

       4.4 Buyer shall not knowingly request or cause Supplier to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if doneby Buyer, except as set forth in Sections 2.2 and 2.3 of this BAA.

5. Term and Termination

       5.1 This BAA shall remain in full force and effect through the term of theMarketplace Contract.

       5.2 For purposes of the termination provisions of the Marketplace Contract at Section **[x]** of the Marketplace Contract, a breach of this BAA shall constitute a breach of theMarketplace Contract.

       5.3 Except as provided in Section 5.4, upon termination of the Marketplace Contractfor any reason, Supplier shall return or destroy all Protected Health Information. This provisionshall apply to Protected Health Information that is in the possession of Subcontractors of Supplier. Supplier shall retain no copies of the Protected Health Information.

       5.4 In the event that Supplier determines that returning or destroying the ProtectedHealth Information is infeasible, and to the extent the Supplier retains any knowledge of the Protected Health Information, then Supplier shall extend the protections of this BAA to such Protected Health Information and limit further Uses and Disclosures of such Protected HealthInformation to those purposes that make the return or destruction infeasible, for as long as Supplier maintains such Protected Health Information. This Section shall survive the termination of this BAA for any reason.

6. Miscellaneous

       6.1 This BAA modifies and supplements the terms and conditions of the MarketplaceContract and shall be deemed a part of the Marketplace Contract. Any ambiguity in this BAA shall be resolved to permit the

parties to comply with HIPAA and other applicable laws. In the event any provision of the Marketplace Contract conflicts or is inconsistent with this BAA, then this BAA shall control.

6.2   Nothing in this BAA shall confer upon any person other than the partiesand their respective successors or assigns, any rights, remedies, obligations, or liabilitieswhatsoever.

6.3   Except as specifically required to implement the purposes of this BAA, or to the extent inconsistent with this BAA, all other terms of the Marketplace Contract shall remainin force and effect.