



SUBSCRIPTION TERMS AND CONDITIONS

THESE TERMS ARE THE LEGAL AGREEMENT ("AGREEMENT") BY AND BETWEEN YOUR ORGANIZATION ("CUSTOMER"), AND STRIVACITY, INC., A DELAWARE CORPORATION ("VENDOR" OR "STRIVACITY"). PLEASE READ THIS AGREEMENT CAREFULLY. VENDOR IS ONLY WILLING TO PROVIDE THE APPLICATION TO CUSTOMER ON THE CONDITION THAT CUSTOMER ACCEPTS ALL THE TERMS CONTAINED IN THIS AGREEMENT.

1. Definitions.

- 1.1. **"Affiliate"** means any entity that directly or indirectly controls, is controlled by, or is under common controls with the subject entity. For purposes of this definition, "control" means direct or indirect ownership or more than 50% of voting interests or equivalent rights in the subject entity.
- 1.2. **"Application"** means the Strivacity CIAM platform, with the functionality described in the Documentation, including modifications, revisions, upgrades, updates, and enhancements, if any.
- 1.3. **"Physical Document Verification Add-On"** means the third party physical document verification add-on service offered by a third party provider (the "Physical Document Verification Add-On") and resold by Strivacity, which may be purchased by Customer in an Order.
- 1.4. **"Authorized Partner"** means an entity having, as of the effective date hereof, a valid, current authorization from Strivacity to market, offer, and resell to Customer the Subscription Service, Support Services and other services covered under this Agreement.
- 1.5. **"Confidential Information"** means any material, data, or information, in any form or media, that is proprietary or confidential to a disclosing party that is marked as confidential or, by its nature or treatment by its owner, should be considered confidential by a reasonable person.
- 1.6. **"Customer Data"** means Confidential Information, data, and personal information (data, either alone or in combination with other information, by which a natural person can be identified or located, or that can be used to identify or locate a natural person) that You, including Your customers and end users, transmit to or from the Application or process through the Application.
- 1.7. **"Documentation"** means the user manuals and other published protocols, standards, and technical specifications for use with the Application, available at the following url: <https://docs.strivacity.com>.
- 1.8. **"Monthly Active User" or "MAU"** means the number of external customers or individuals who are authorized with a Strivacity Identity Store account to access and use the Application within a calendar month. The MAU is calculated based on the unique external customer or individual accessing and using a Strivacity application at least once during the calendar month period. Further access and use by the same unique individual during that calendar month does not further increase the number of MAUs.
- 1.9. **"Order"** means an ordering document (e.g., quote, schedule, purchase order form, or SOW) specifying the Subscription Service(s) and any applicable Professional Services, Support Services or other service offerings to be provided by Strivacity or an Authorized Partner.
- 1.10. **"Professional Services"** means services such as consulting, installation, integration, configuration, and/or other value-added services that may be agreed to in a Statement of Work and as further specified in an Order.
- 1.11. **"Statement of Work" or "SOW"** means the detailed work plan association with any Professional Services specified in an Order. Upon execution by both parties, any SOW becomes part of this Agreement and is governed by its terms.
- 1.12. **"Strivacity Optimize"** means Strivacity's managed service offering known as "Strivacity Optimize", as described on Attachment E, which may be purchased by Customer in an Order.
- 1.13. **"Subscription Fee(s)"** means the amount to be paid by You for the Subscription Service, as well as any fees for Professional Services, Support Services and other services, as further specified in an Order.

- 1.14. **"Subscription Service"** means the access and use of the Application and associated Documentation, made available on as a subscription-based services, as further specified in an Order.
- 1.15. **"Subscription Term"** means the period specified in an Order for the Subscription Services procured thereunder, or any renewal thereof.
- 1.16. **"Support Services"** means the technical support services to be provided by Strivacity or its Authorized Partner in accordance with the terms identified in Attachment C.
- 1.17. **"System Availability"** means the average percentage of total time during which the production version of the Application that is hosted and delivered by Strivacity is available to Customer during a calendar month, subject to certain exclusions, as described in detail in Attachment B.
- 1.18. **"We," "Us," or "Our"** means Strivacity.
- 1.19. **"You," or "Your"** means Customer.

2. Ownership.

- 2.1. **Application.** The Application is protected by copyrights and other intellectual property rights. Customer agrees that all worldwide copyright and other intellectual property rights in the Application, and all copies of the Application however made, are the exclusive property of Strivacity and its licensors. All rights in and to the Application not expressly granted to Customer in this Agreement are reserved by Strivacity and its licensors and no ownership rights in the Application transfer to Customer. There are no implied licenses under this Agreement.
- 2.2. **Customer Data.** Customer and/or its Affiliate controls and owns all right, title, and interest in and to Customer Data and at all times remains the data controller under this Agreement and under any applicable data protection laws and regulations. No ownership rights are transferred to Strivacity to Customer Data. Customer represents and warrants that it has complied with all relevant laws in collecting, using, transmitting, and disclosing the Customer Data.
- 2.3. **Feedback.** If You elect to provide any feedback, suggestions, comments, improvements, ideas, or other information to Strivacity regarding the Subscription Service ("Feedback"), you acknowledge that the Feedback is not confidential and you authorize Strivacity to use that Feedback without restriction and without payment to You. Accordingly, You hereby grant to Strivacity a nonexclusive, royalty-free, fully-paid, perpetual, irrevocable, transferable, and fully sublicensable right to use the Feedback in any manner and for any purpose.

3. Subscription Services and Other Services.

- 3.1. **Subscription.** Contingent upon Customer's payment of the Subscription Fee(s), Strivacity grants to Customer a limited, revocable, non-exclusive, non-sublicensable, and non-transferable right to access and use the Application during the Subscription Term, solely for the external use of the Customer and Customer Personnel as part of Customer's ordinary course of business ("Permitted Use") and only for the number of Monthly Active Users specified in an Order. The Permitted Use and MAUs may be further restricted by the terms contained in an Order, which terms are incorporated herein by reference. Upon payment by Customer of the applicable Subscription Fees, the Application will be enabled for the Permitted Use by MAUs during the Subscription Term.
- 3.2. **Renewals.** The Subscription Services shall automatically renew for subsequent Subscription Terms of the same duration as the original Subscription Term, subject to payment by Customer of applicable Subscription Fees, unless a party provides written notice to the other party of the notifying party's intention not to renew at least ninety (90) days prior to expiration of the then-current Subscription Term.
- 3.3. **Support Services.** Contingent upon Customer's payment of the Subscription Fee(s), Strivacity will provide to Customer the Support Services in accordance with the terms set forth in Attachment C. Such Support Services shall include Standard Support Services (as defined in Attachment C), unless Customer has purchased Premium Support Services (as defined in attachment C) in an Order, in which case the Support Services shall include the Premium Support Services.
- 3.4. **Strivacity Optimize.** If Customer has purchased Strivacity Optimize in an Order, then contingent upon Customer's payment of the Subscription Fee(s), Strivacity will provide to Customer the Strivacity Optimize service, in accordance with the terms set forth in Attachment E.
- 3.5. **Physical Document Verification Add-On.** If Customer has purchased the Physical Document Verification Add-On in an Order, then contingent upon Customer's payment of the Subscription Fee(s), Strivacity will provide to Customer the Physical Document Verification Add-On, in accordance with the terms set forth in Attachment F.

4. **Free Trials or Evaluations.** If You are provided access to a free trial or other evaluation services, you may access and use such services for the number of users and for the length of time specified by Us, strictly for internal evaluation purposes and not for any commercial or production use. Upon expiration or termination of any such free trial or evaluation period, you will no longer have access to the Application. Notwithstanding anything otherwise set forth in the Agreement, any such evaluation or free trial services are provided "AS IS," do not renew, and do not come with any warranty or Support Services.

5. Customer Responsibilities and Use.

- 5.1. Customer Responsibilities.** Customer is responsible for all activity by MAUs. Customer agrees it will: (a) select, purchase, configure, operate, and maintain its equipment, hardware, websites, network, and Internet connections necessary for use and support of the Application; (b) use the Application in accordance with the Documentation; (c) obtain all necessary consents and authorizations to use the Application to access and use the Customer Data contained therein; and (d) use best practices and commercially reasonable efforts to prevent unauthorized access to or use of the Application, including promptly notifying Strivacity when Customer becomes aware of any unauthorized access or use.
- 5.2. Restrictions.** Customer may not do (or permit others to do) any of the following: (a) copy, modify, adapt, alter, translate, or create derivative works of the Application, except that Customer may configure and customize the Application solely to the extent that it is possible to do so using the features and functionalities of the Strivacity Admin Console in their ordinary and intended manner; (b) merge or otherwise integrate the Application with external components or other software; (c) sublicense, lease, rent, loan, assign or otherwise transfer the Application or any license hereunder to any third-party; (d) host, upload, use or access the Application via a time sharing, service bureau, virtualization, hosting, or other remote access arrangement; (e) reverse engineer, decompile or disassemble the Application or otherwise attempt to derive the source code of the Application except and only to the limited extent that Strivacity provides such source code or that such activities are expressly permitted by applicable law notwithstanding this limitation; (f) remove, alter, or obscure any confidentiality or proprietary notices (including copyright or trademark notices) of Strivacity or its suppliers on, in, or displayed by the Application; (g) reproduce or use the Application except as expressly authorized under Section 2; (h) circumvent, or provide or use a program intended to circumvent, technological measures provided by Strivacity to control access to or use of the Application; (i) remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the documentation, warranties, disclaimers, or intellectual property rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Application; (j) use the Application in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property rights or other right of any person, or that violates any applicable law; (k) use the Application other than for the Permitted Use.

6. Information Security.

- 6.1. Security.** The Application may contain technological measures designed to prevent unauthorized or illegal use of the Application and Customer acknowledges and agrees that Strivacity may use these and other lawful measures to verify Customer's compliance with the terms of this Agreement and enforce Strivacity's rights, including all intellectual property rights, in and to the Application. Customer agrees and acknowledges that Strivacity may, on no less than thirty (30) days' prior written notice to the Customer, deny any individual access to and/or use of the Application if Strivacity, in its sole discretion, believes that the Customer's (or MAU's) use of the Application would violate any provision of this Agreement. The aforementioned notice must specify the breach or violation and require it to be remedied within the 30 day period, failing which access shall remain disabled for the duration of the time that the breach/violation remains unremedied.
- 6.2. Safeguards.** Strivacity will maintain commercially reasonable and appropriate physical, technical, and organizational safeguards designed to secure Customer Data against unauthorized and unlawful loss, access, or disclosure including, but not limited to: (a) restricting access to Customer Data to the employees, agents, licensors, or services providers of Strivacity with a need to know the information for Strivacity to meet its obligations under this Agreement; (b) regular performance of penetration tests against the Application; (c) maintaining appropriate safeguards to prevent the unauthorized access of Customer Data; and (d) procedures and practices for the safe disposal of Customer Data.
- 6.3. Notification.** In the event a security vulnerability is found, Strivacity will notify You in accordance with the terms of the Security Vulnerability Response plan, set forth in Attachment A.
- 6.4. Backups.** Strivacity shall be responsible for taking backups of Customer Data stored in the Application, for checking the functionality of the backups and for ensuring that Customer Data can be recovered from the backups.
- 6.5. Data Protection.** Strivacity shall comply with the applicable data protection and privacy law in relation to the Subscription Services. The Data Processing Addendum attached as Attachment D to this Agreement sets forth the parties' obligations regarding data protection and compliance with data protection laws and Strivacity and its Sub-processors (as defined in the Data Processing Addendum) shall comply with the Data Processing Addendum when providing the Subscription Services to Customer.

7. Fees and Payment.

- 7.1.** As a condition precedent to Customer's rights under Section 3, Customer agrees to pay all Subscription Fees as indicated on the Order to Strivacity (either directly or through an Authorized Partner).
- 7.2. Payment.** Subscription Fees are payable annually in advance 30 days from receipt of invoice. All fees are non-refundable and non-cancelable except as expressly provided in this Agreement and do not include sales and use taxes, value-added taxes, goods and services taxes, excise, business, service, withholding tax, shipping, or customs duties and similar transactional taxes and fees, and Customer agrees to pay for any and all such taxes and fees, however designated or levied, relating to this Agreement, exclusive of taxes based on Strivacity's net income.
- 7.3. Preprinted Terms.** Any terms that may appear on your purchase order (including any preprinted terms) that conflict or vary from the terms and conditions of this Agreement will not apply and will be deemed null and void with respect to this Agreement.

- 7.4. Late Payment.** Fees not paid when due will accrue interest at a rate of one and one-half percent (1.5%) per month or the legal maximum interest rate, whichever is lower, applied as of the date of invoice. Failure to pay fees when due may result in the withdrawal of access to the Subscription Services until such time that all fees are paid.
- 7.5. Usage Limits and Verification.** Usage of the Application is monitored on a continuous basis. Customer agrees to cooperate with Strivacity or its Authorized Partner(s) to ascertain Customer's usage of the Subscription Service and compliance with the Order and this Agreement. If Customer's use of the Subscription Service is found to consistently generate exceptionally high load over a sustained period of time in excess of the limits described below in subsections 7.5.1 to 7.5.5, Strivacity reserves the right to charge additional fees per transaction for usage above the limits described below or in the Order. Strivacity reserves the right to amend the limits described below in subsections 7.5.1 to 7.5.5 defined upon prior written notice to the Customer.
- 7.5.1.** Usage of the Application is charged annually on a per-customer basis.
- 7.5.2.** Usage of the Application is defined in terms of the number of MAUs purchased based on pricing tier.
- 7.5.3.** Use of the Application's built-in Email Service is defined in terms of the number of emails sent. A usage limit of 10 emails per MAU, per 24 hour period will apply.
- 7.5.4.** Use of the Application's built-in SMS Service for Multi-factor Authentication is defined in terms of the number of SMS messages sent. A usage limit of 5 SMS messages per MAU, per 30-day period will apply.
- 7.5.5.** Use of the Application's built-in Voice Service for Multi-factor Authentication is defined in terms of the number of phone calls placed. A usage limit of 5 phone calls per MAU, per 30-day period will apply.

8. Customer Data.

- 8.1. Customer Data Responsibilities.** Customer is responsible for: (a) the content, accuracy, quality, reliability, legality, and means by which it acquires Customer Data; (b) obtaining the right and consent to use Customer Data and decisions concerning the processing and use of Customer Data; (c) compliance with the Data Processing Addendum (attached hereto as Attachment D) and all applicable data privacy laws and regulations; and (d) uploading, sharing, withdrawal, management, and deletion of Customer Data.
- 8.2. Data License.** Customer grants Strivacity a non-exclusive, limited, revocable, royalty-free license to access, copy, store, process, transmit, display, and otherwise use Customer's usage statistics for the purpose of: providing and continually improving and refining the Application. Strivacity may use Customer Data to perform its obligations under this Agreement and to comply with laws.

Strivacity will not disclose Customer Data to a third party except to the extent necessary to carry out the terms of this Agreement or as permitted or required by law.

9. Mutual Representations and Warranties. Each of Customer and Strivacity represents, warrants, and covenants to the other that:

- 9.1.** it is duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;
- 9.2.** it has the full right, power, and authority to enter into and perform its obligations and grant the rights, licenses, and authorizations it grants and is required to grant under this Agreement;
- 9.3.** the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and
- 9.4.** when executed and delivered by both parties, this Agreement will constitute its legal, valid, and binding obligation, enforceable against it in accordance with the terms of this Agreement.

10. Limited Warranty and Disclaimer.

- 10.1. Limited Warranty.** Strivacity warrants: (a) during the Subscription Term, the Application will substantially conform in all material respects with the Documentation; (b) it has all rights required to provide the Subscription Services to You; and (c) the functionality of the Application will not be materially degraded from that available as of the effective date of the Agreement. If the Subscription Service fails to fulfill or is not in compliance with one or more of the warranties set forth in this Section, then you must submit a warranty claim in writing to Strivacity. To do so, Customer will submit a support request to resolve the non-conformity, providing all information and materials reasonably requested by us. If the non-conformity persists without relief for more than 14 days after notice of a warranty claim provided to Strivacity under this Section 11.1, then Customer may terminate the affected Subscription Service, and Strivacity will refund to Customer any prepaid Subscription Fees covering that part of the applicable Subscription Term for the affected Subscription Service remaining after the effective date of termination. Notwithstanding the foregoing, this warranty will not apply and will immediately terminate with respect to any non-conformity due to a

modification of or defect in the Application that is made or caused by any person other than Strivacity or a person acting at Strivacity's direction. This Section 11.1 sets forth Customer's exclusive rights and remedies (and Strivacity's sole liability) in connection with this warranty.

10.2. WARRANTY DISCLAIMERS. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED ABOVE IN SECTIONS 10 AND 11.1, VENDOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE.

11. Limitation of Liability. EXCEPT TO THE EXTENT THAT DISCLAIMER OF LIABILITY IS PROHIBITED UNDER APPLICABLE LAW, IN NO EVENT WILL VENDOR, OR ANY OF THEIR RESPECTIVE AFFILIATES, LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE TO CUSTOMER FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH CUSTOMER'S USE OF, OR INABILITY TO USE, THE APPLICATION, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES (INCLUDING DAMAGES ARISING FROM LOSS OF REVENUE, USE, DATA, OR PROFITS, INJURY TO REPUTATION OR GOODWILL, OR THE COST OF SUBSTITUTE GOODS OR SERVICES) WHETHER SUCH DAMAGES ARISE UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE. IF, UNDER APPLICABLE LAW, LIABILITY FOR DIRECT DAMAGES CANNOT BE EXCLUDED (NOTWITHSTANDING THE FOREGOING), THEN THE TOTAL AGGREGATE LIABILITY OF VENDOR (OR ANY OTHER PERSON) WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT AND THE APPLICATION, WHETHER IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE AMOUNT OF SUBSCRIPTION FEES PAID BY CUSTOMER IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT GIVING RISE TO SUCH CLAIM. CUSTOMER ACKNOWLEDGES THAT THE SUBSCRIPTION FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND THAT VENDOR WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. THE LIMITATIONS AND EXCLUSIONS OF LIABILITY IN THIS SECTION WILL APPLY EVEN IF AN EXCLUSIVE REMEDY UNDER THIS AGREEMENT HAS FAILED OF ITS ESSENTIAL PURPOSE.

12. Confidentiality. Customer acknowledges that Strivacity will disclose to Customer Confidential Information. Customer shall hold Confidential Information in strictest confidence and shall not use or disclose such Confidential Information without the prior written consent of the Strivacity. During the Term and for a period of two (2) years after the Term, the Customer will not use for any purpose (other than for purposes explicitly set forth in this Agreement) any Confidential Information. Customer may disclose Confidential Information to its employees, contractors, or other personnel with a need to know, and who have confidentiality agreements with the receiving party with terms no less protective than the confidential terms of this Agreement. Customer shall take all reasonable measures to protect Confidential Information from falling into the public domain or the possession of persons other than those persons authorized to have any such Confidential Information, which measures shall include the highest degree of care that Customer utilizes to protect its own information of a similar nature, but in no event less than a reasonable degree of care. Any of Customer's personnel who are given access to any Confidential Information must have a legitimate "need to know", must have been advised of the obligations of confidentiality under this Agreement and must be bound in writing to obligations of confidentiality substantially similar to those set out in this Agreement. Notwithstanding the foregoing, Confidential Information does not include information that the Customer can demonstrate by written or other documentary records: (a) was rightfully known to the Customer without restriction on use or disclosure prior to such information being disclosed or made available to the Customer in connection with this Agreement; (b) was or becomes generally known by the public other than by the Customer's or any of its representatives' noncompliance with this Agreement; (c) was or is received by the Customer on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; (d) was or is independently developed by the Customer without reference to or use of any Confidential Information; or (e) the Customer is compelled to make a disclosure pursuant to court order or applicable law, provided that the Customer notifies the Strivacity prior to disclosure and only makes disclosures to the extent required to comply with such court order or applicable law.

13. Indemnification.

13.1. By Strivacity. In the event of any claim by a third party against Customer alleging that the use of the Application infringes upon any intellectual property rights of such third party (the "IP Claim"), Customer will notify Vendor and/or its insurer(s) of the IP Claim in writing within five (5) business days of the receipt of the IP Claim and tender sole control of the IP Claim to Vendor and/or its insurer(s) and Vendor will defend such IP Claim in Customer's name at Vendor's expense, and will indemnify Customer against any liability actually paid by Customer, including but not limited to reasonable attorneys' fees and disbursements arising out of such IP Claim, to the extent that Vendor's insurance policies provide coverage for such indemnification obligation. Vendor's indemnification obligation set forth in this section is strictly limited to the coverage afforded such indemnification obligation pursuant to the terms of Vendor's insurance policies. In the event such an infringement is found and Vendor cannot either procure the right to continued use of the Application, or replace or modify the Application with a non-infringing program, then Vendor may terminate this Agreement. Notwithstanding the foregoing, Vendor shall have no obligation to defend or indemnify Customer, and Vendor will be defended and indemnified by Customer with respect to any IP Claim, to the extent that the IP Claim is based upon (i) the negligence or willful misconduct of Customer; (ii) the use of the Application in combination with other products or services not made or furnished by Vendor, provided that the Application alone is not the cause of such IP Claim; or (iii) the modification of the Application or any portion thereof by anyone other than Vendor, provided that the Application in unmodified form is not the cause of such IP Claim.

THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND STRIVACITY'S SOLE LIABILITY FOR CLAIMS DESCRIBED IN THIS SECTION.

13.2. By Customer. Customer will indemnify, defend and hold harmless Strivacity from and against any third-party claim against Strivacity: (i) that any part of Customer technology infringes or violates that party's Intellectual Property Rights; or (ii) based on Customer's acts or omissions relating to this Agreement (including by way of example, violations of the Foreign Corrupt Practices Act, or misrepresentations about the quality and nature of the Application), and Customer will pay all costs, damages, and attorney's fees that a court awards or that are included in

a settlement approved by Customer (which approval shall not be unreasonably withheld), provided that Strivacity promptly notifies Customer in writing of the claim, cooperates with Customer in the defense, and allows Customer to solely control the defense and any related settlement.

14. Term and Termination.

- 14.1. Term.** This Agreement will commence upon the date of full execution and will remain in effect until all Subscription Services have expired.
- 14.2. Termination.** Either party may terminate this Agreement, an Order, and/or a Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach, including untimely payment, if the breach remains uncured at the expiration of the 30-day period. Consent to extend the cure period will not be unreasonably withheld. Strivacity may terminate this Agreement, an Order, and/or a Subscription Service immediately if Customer ceases its business operations or becomes subject to insolvency proceedings. Customer agrees that Strivacity may from time to time either increase or decrease the Subscription Fees, provided, however, that any such adjustment shall only become effective upon the next Renewal Term. Customer's sole remedy, if it does not wish to pay the adjusted Subscription fees, is to terminate the Subscription pursuant to this Section 14. Any free trial or pre-release services may be terminated by either party at any time with or without notice to the other.
- 14.3. Effect of Termination.** Upon expiration or termination of this Agreement, Customer rights to use or access the Application will immediately terminate and Customer must return or destroy (with written certification of destruction) any Confidential Information of Strivacity as well as the Documentation. Strivacity will have no obligation to maintain any Customer Data except as otherwise specified in Section 14.4.
- 14.4. Return of Customer Data.** Upon request, Strivacity will make Customer Data available to Customer for export or download for a period of ninety (90) days following the termination or expiration of this Agreement or a Subscription Service or Order. Thereafter, Strivacity will have no obligation to maintain or provide any such Customer Data.
- 14.5. Survival.** Any terms of this Agreement that, by their nature, extend beyond the termination of the Agreement will remain in effect. This includes, but is not limited to Sections 2, 7, 12, 13, 14, and 15.
- 14.6. Transfer Assistance.** In the event of termination of this Agreement for any reason, for a period of ninety (90) days thereafter, Strivacity shall, at the request of Customer, transfer to Customer and/or a third party designated by Customer, against reasonable time and materials remuneration, all data and materials of the Customer and other authorized users of the Subscription Services contained in the Subscription Services, including Customer Data. Such data and materials shall be handed over to Customer and/or a third party designated by Customer in a customary generally usable electronic format that enables the use with reasonable effort.

15. General Provisions.

- 15.1. Choice of Law and Venue.** This Agreement will be governed by the laws of the State of Delaware, United States without giving effect to any choice of law principles that would require the Application of the laws of a different country or state. Each party irrevocably agrees that any proceedings relating to any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation shall be brought in the courts of Fairfax County, Virginia, United States of America. Each party agrees that the specified courts shall have exclusive jurisdiction over such disputes or claims save that any counterclaim may be brought in any proceedings already commenced. Nothing in this Agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (USA) do not apply to this Agreement.
- 15.2. Compliance with Laws.** Customer will comply with all applicable export and import control laws and regulations in Customer's use of the Application, and, in particular, Customer will not export or re-export the Application without all required government licenses. Strivacity shall comply with all laws and regulations applicable to its operations as well as to ensure that its subcontractors comply with such laws and regulations. Strivacity undertakes to perform all tasks, acquire all materials, certifications and permits whatsoever that may be required to carry out and deliver the Application to the Customer or that are necessary in order for the Application to be suitable to its intended purpose of use and conform with the Agreement in all respects even if not expressly mentioned in this Agreement and at no additional cost to the Customer. The Application must in all respects be in accordance with the law.
- 15.3. U.S. Government Rights.** If Customer is a branch or agency of the U.S. Government, then Customer acknowledges that the Application is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. Any technical data provided with such Application is commercial technical data as defined in 48 C.F.R. 12.211. Consistent with 48 C.F.R. 12.211 through 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4, and 48 C.F.R. 252.227-7015. All U.S. Government end users acquire the Application with only those rights set forth in this Agreement. If a branch or agency of the US Government has a need for rights not granted under these terms, it must negotiate with Strivacity to determine if there are acceptable terms for granting those rights, and a mutually acceptable written addendum specifically granting those rights must be included in any applicable agreement.
- 15.4. Relationship between the Parties.** The parties are independent contractors, and neither party is the agent, partner, employee, fiduciary or joint venture of the other party under this Agreement.

- 15.5. Assignments.** Customer may not assign or transfer, by operation of law or otherwise, any Customer rights under this Agreement (including Customer licenses with respect to the App) to any third party without Strivacity's prior written consent. Any attempted assignment or transfer in violation of the foregoing will be void. Strivacity may, with 30 days' prior written notice freely assign its rights or delegate its obligations under this Agreement.
- 15.6. Notices.** Any notice or other communication under this Agreement given by any party to any other party will be in writing and will be effective upon delivery as follows (i) when delivered via registered mail, return receipt requested, to the address specified on the signature page hereto; or (ii) when sent via email to the email address specified on the signature page hereto or otherwise on record for Customer. Any such notice, in either case, must specifically reference that it is a notice given under this Agreement.
- 15.7. Language.** This Agreement is in the English language and its English language version will be controlling over any translation, except and to the extent when required by applicable law.
- 15.8. Remedies.** Except as otherwise provided herein, the parties' rights and remedies under this Agreement are cumulative. Customer acknowledges that the Application contains valuable trade secrets and proprietary information of Strivacity and its suppliers, that any actual or threatened breach of this Agreement by Customer may constitute immediate, irreparable harm for which monetary damages could be an inadequate remedy, and that injunctive relief may be an appropriate remedy for such breach. If any legal action is brought to enforce this Agreement, the prevailing party will be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive.
- 15.9. Waivers.** All waivers must be in writing. The failure of a party to enforce any provision or exercise any right under this Agreement shall not constitute a waiver of such provision or right and shall not preclude such party from enforcing such provision or exercising such right at any later time.
- 15.10. Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining portions will remain in full force and effect and such provision will be enforced to the maximum extent possible so as to achieve the intent of the parties and will be reformed to the extent necessary to make such provision valid and enforceable.
- 15.11. Insurance.** Strivacity shall take out and maintain valid liability insurance to cover its liability under the Agreement (including, without limitation, product liability, if applicable) for the full duration of the Strivacity's liability under the Agreement. The amount of insurance shall be at least four million US dollars (USD 4,000,000.00). The required amount of insurance shall not be interpreted to decrease Strivacity's liabilities hereunder. Strivacity shall, if the Customer so requires, provide a certificate issued by the insurance company in respect of the insurance cover set out in this Section or other insurance cover for the whole duration of the Agreement.
- 15.12. Force Majeure.** If by reason of force majeure either party is unable in whole or in part to act in accordance with this Agreement, the party shall not be deemed in default during the continuance of such inability. The term "force majeure" as used herein shall include without limitation: acts of God; strikes or lockout; acts of public enemies; insurrections; riots; epidemics; lightning; earthquakes; fire; storms; flood; washouts; droughts; arrests; restraint of government and people; civil disturbances; and explosions. Each party, however, shall remedy with all reasonable dispatch any such cause to the extent within its reasonable control which prevents the party from carrying out its obligations contained herein.
- 15.13. Entire Agreement.** This Agreement constitutes the final and entire agreement between the parties regarding the subject of this Agreement and supersedes all prior or contemporaneous agreements, understandings, and communication, whether written or oral. This Agreement may be amended only by a written document signed by both parties.
- 15.14. Counterparts and Signature.** This Agreement and may be executed in counterparts and by electronic means, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument. Facsimile and electronic copies of signatures shall have the same effect as originals. If a party elects to sign electronically this Agreement, it expressly acknowledges and agrees that such electronic signature is the legal equivalent of, and has the same force and effect as, a manual signature.

ATTACHMENT A
Security Vulnerability Response

Overview

Strivacity uses the NIST [CVSS](#) (Common Vulnerability Scoring System) to rate the vulnerabilities that we find and that are reported to us. CVSS establishes a common vernacular that we can use to discuss security issues internally and externally with our customers and enables us to determine when we're going to resolve any vulnerabilities.

The table below shows the classification of the severity of the vulnerability relative to its CVSS score.

Classification	CVSS Score
Critical	9.0 - 10.0
High	7.0 - 8.9
Medium	4.0 - 6.9
Low	3.9 or below

Resolution Timelines

The resolution timelines of a vulnerability depend upon its classification, i.e., the severity of the vulnerability.

Strivacity calculates these timeframes and determines the release vehicles from the date that the vulnerability has been confirmed as a true positive by our security team.

Classification	CVSS Score	Resolution Time (up to)	Release Vehicle
Critical	9.0 - 10.0	7 days	Hotfix to existing deployments, and an incremental product release for any new deployments/customers.
High	7.0 - 8.9	14 days	Hotfix to existing deployments, and an incremental product release for any new deployments/customers.
Medium	4.0 - 6.9	30 days	The next future scheduled product release.
Low	3.9 or below	A future scheduled product release determined by Strivacity	A future scheduled product release at Strivacity's discretion.

Backporting Policy

For any standalone or on-premises components we will backport any hotfixes (for High and Critical classified vulnerabilities) for any currently supported version of the product. The backporting of hotfixes beyond supported product versions is on customer request basis.

ATTACHMENT B
Service Level Agreement

Service Commitment

Strivacity makes all commercially reasonable efforts to ensure that Strivacity is running with a Monthly Uptime Percentage of at least 99.99% during any month, subject to any SLA Exclusions.

Viewing System Status

The current system status for all Strivacity services across all regions can be found at <https://status.strivacity.com>.

This provides information on any upcoming maintenance schedules and shows any incidents for the last 30 days.

What Do We Define As An Outage?

An outage is when a Component of Strivacity reaches or goes below a specific Condition.

Definition of Component

1. REST API
2. A Hosted Page (which is any customer-facing component provided by Strivacity)
3. Admin Console
4. An Identity Store
5. A Database

Definition of Condition(s)

- Unavailable/Offline (Includes cloud software and datastores, on-premises connectors but excludes any on-premises customer datastores, APIs, or Web Services)
- Response times greater than 1000ms for a sustained period of 5 minutes for API's
- Response times greater than 3000ms for a sustained period of 5 minutes for any user interface

Definition of Availability

This means that Strivacity components are no longer running or are not reachable due to Strivacity's fault. This excludes members of a cluster or region where the service as a whole is running and reachable. i.e., any failover is working and still providing "Availability".

Maintenance

Scheduled downtime windows do not count towards the availability metrics.

This is the scheduled unavailability of Strivacity. It's the time that Strivacity has scheduled at least 48 hours in advance with full notification to those impacted that this is going to happen. This scheduled downtime is usually outside of an impact window or a working window based on our customers using the service for the time zone where the customer is located.

SLA Exclusions

The Service Commitment does not apply to any Unavailability caused by;

- a) The suspension of a customer's account with Strivacity
- b) Caused by any factors outside of Strivacity's immediate control including:
 - A force majeure event
 - Internet Access to the Strivacity hosting partner (Amazon Web Services)
 - Any problems beyond the demarcation point of the Strivacity network, e.g., a DNS outage or DNS DDOS attack
 - Any Maintenance (per the definition of Maintenance above).

ATTACHMENT C

Support Services

"Standard Support Services" means Strivacity's ongoing standard support services which Strivacity provides generally to customers of the Subscription Service, as such standard support services are further described in this Attachment C.

"Premium Support Services" means Strivacity's ongoing premium support services which Strivacity provides to customers that purchase such premium support services in an Order, as such premium support services are further described in this Attachment C.

Standard Support Access

Standard Support Services are generally available 4:30am EST - 4:40pm EST, 5 days a week, Monday through Friday, excluding US and EU holidays. Standard Support Services are made available by telephone, email, or the support website, in accordance with the severity levels described below.

Premium Support Access

Premium Support Services are generally available 24 hours a day, 7 days a week, including US and EU holidays. Premium Support Services are made available by telephone, email, the support website, or private Slack channel, in accordance with the severity levels described below.

Escalation / Severity Levels

Customer agrees to provide IT Support Staff ("Customer Help Desk") responsible for the initial triage with end users ("User(s)").

Issues will be generally categorized and handled according to an assigned severity level, as follows:

Severity Level	Description	Example
Severity 1	Critical production issue affecting all users with no workaround available. End users are unable to log into any system or application integrated with Strivacity.	End users are unable to log into any system or application integrated with Strivacity. Strivacity is down and not accessible by any users (administrators and end users).
Severity 2	Major functionality is severely impaired. Although operations may continue in a restricted fashion, ability to use the product has been significantly impaired with no functional workaround possible.	End user is unable to use a subset of Strivacity features. Unable to access a subset of administrative features.
Severity 3	Partial outage, affecting a non-critical aspect of the functionality where a workaround exists or the functionality impacted is not critical.	A subset of users are unable to log into a system or application integrated with Strivacity Fusion. Issue is being seen intermittently and unable to reliably replicate the issue.
Severity 4	General usage questions or feature requests.	Documentation requests. How-To questions. Feature requests.

Issues will be responded to according to assigned severity level, and response time will vary depending on whether the Customer is subscribed to Standard Support Services or Premium Support Services, as follows:

Severity Level	Standard Support first response time	Premium Support first response time
Severity 1	4 hours	1 hour
Severity 2	1 business day	2 hours
Severity 3	2 business days	2 hours
Severity 4	2 business days	8 hours

Submitting A Case

Customer Help Desk representatives may log a case as follows:

1. For Severity 1 issues, Customer Help Desk must call the Support Center.
2. For Severity 2, Severity 3, and Severity 4 issues, Customer Help Desk should submit cases via the support website, via email, or for Premium Support subscribers, via your private Slack channel.

Upon case submission, Customer Help Desk will be asked to provide their organization name, contact information and case details, and each case will be assigned a unique case number. A Strivacity Representative will use commercially reasonable efforts to call or e-mail the Customer Help Desk representative within the time period specified in the chart above.

Strivacity will use commercially reasonable efforts to promptly resolve each case. Actual resolution time will depend on the nature of the case and the resolution. A resolution may consist of a fix, workaround or other solution in Strivacity's reasonable determination. Reproducible errors that cannot promptly be resolved will be escalated to higher support tiers for further investigation and analysis.

Contact Support

The Telephone Support phone number is +1 (844) 782-5486

The Support e-mail address is support@strivacity.com

The Support website is located at <https://support.strivacity.com>.

Reproducing Errors

Strivacity must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with Strivacity to reproduce errors, including conducting diagnostic or troubleshooting activities as reasonably requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their account and/or desktop system for troubleshooting purposes.

Exclusions

Support Services do not include any of the following:

- Assistance with password resets. Users should click the "Forgot My Password?" link on the login page or contact the Customer Help Desk.
- Assistance with username(s). Users should click the "Forgot My Username?" link on the login page or contact the Customer Help Desk.
- Assistance in developing any specific customizations or integrations.
- Assistance with non-Strivacity products, services, or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks, or communications systems.
- Assistance with installation or configuration of hardware, including computers, hard drives, networks, or printers.
- Direct support to Users.

ATTACHMENT D
U.S. Data Processing Addendum¹

This Data Processing Addendum (“DPA”) forms part of the Subscription Terms and Conditions (“Agreement”) between Strivacity, Inc. (“Strivacity”) and the customer executing this Agreement (“Customer”) dated as of or about the same date hereof. All capitalized terms not defined in this DPA have the meaning set forth in the Agreement.

1. Definitions

- 1.1. Affiliate** means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- 1.2. Anonymous Data** means data derived from the use of the services under the Agreement, which does not directly or indirectly identify, and is not otherwise linked or linkable, to a particular Data Subject (including aggregate and de-identified data).
- 1.3. Authorized Affiliate** means any of Customer’s Affiliate(s) which is (permitted to use the Services pursuant to the Agreement between Customer and Strivacity, if and to the extent Strivacity processes Personal Data for which such Affiliate(s) qualify as the Controller.
- 1.4. CCPA** means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended by the California Privacy Rights Act and their respective implementing regulations.
- 1.5. Controller** means the entity who determines the purposes and means of the Processing of Personal Data including, as applicable, a “Business”, as that term is defined under the CCPA.
- 1.6. Customer Data** means what is defined in the Agreement as “Customer Data,” provided that such data is electronic data and information submitted by or for Customer to the Services.
- 1.7. Data Protection Laws and Regulations** means the applicable laws and regulations regarding the Processing of Personal Data under the Agreement, including without limitation, the CCPA, where applicable and all other applicable US state consumer privacy laws.
- 1.8. Data Subject** means the identified or identifiable person to whom Personal Data relates.
- 1.9. Fraud Data** means identity data about an individual associated with an identified fraudulent transaction or counterfeit identity documents.
- 1.10. Personal Data** means any information relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity (where such information is protected similarly as personal data or personally identifiable information under applicable Data Protection Laws and Regulations), where for each (i) or (ii), such data is Customer Data.
- 1.11. Processing** means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.12. Processor** means the entity which Processes Personal Data on behalf of the Controller, including, as applicable, any “service provider” as that term is defined by the CCPA.
- 1.13. Sub-processor** means any Processor engaged by Strivacity or its Affiliates to process Customer Data.

2. Processing of Personal Data

- 2.1. Role of the Parties.** For purposes of this DPA, with respect to Customer Data and the Processing of Personal Data, Customer is the Controller and Strivacity is the Processor. Strivacity or its Affiliates will only engage Sub-processors pursuant to the requirements set forth in Section 5 “Sub-processors” below.
- 2.2. Customer’s Processing of Personal Data.** Customer shall (a) process the Personal Data in compliance with the Data Protection Laws and Regulations; (b) be entitled to give documented instructions to Strivacity on the processing of Personal Data, which instructions shall be binding on Strivacity; (c) at all times retain the control and authority to the Personal Data; and (d) at all times retain title and all intellectual property rights and other rights, howsoever arising, to Personal Data. Strivacity shall inform Customer if it can no longer comply with its obligations under applicable Data Protection Laws and Regulations.
- 2.3. Strivacity’s Processing of Personal Data.** Strivacity will treat Personal Data as Confidential Information and process Personal Data in compliance with the Data Protection Laws and Regulations. Strivacity will only Process Personal Data for the following purposes: (i) Processing as necessary to provide the Subscription Services and in accordance with the Agreement and applicable Order form(s); (ii) Processing initiated by Users in

¹ Note that this DPA is to be used solely when the engagement is carried out only under US law.

their use of the Subscription Services; (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement; (iv) Processing to support or troubleshoot the Subscription Services; (v) Processing for the purpose of enabling Sub-Processors in accordance with Section 5 below. Except as permitted by Data Protection Laws and Regulations or this DPA, Strivacity shall not process Personal Data outside of the direct business relationship between Strivacity and Customer; or combine Personal Data received from or on behalf of Customer with personal data received from or on behalf of any third party, or collected from Strivacity's own interaction with Data Subjects. Strivacity shall not sell or share for cross-context behavioral advertising purposes any Personal Data. Customer appoints Strivacity as a Processor to process Customer Data on behalf of, and in accordance with, Customer instructions and as specified in this DPA, in the Agreement, or as otherwise instructed by Customer. Customer is responsible for ensuring that its instructions comply with all applicable laws or regulations that apply to Customer, including the Data Protection Laws and Regulations.

- 2.4. Physical Document Verification Add-on.** If Customer buys the Physical Document Verification Add-on through an Order, Customer agrees that the Physical Document Verification Add-on Provider may, unless prohibited by applicable laws, (i) retain and use Anonymous Data and Fraud Data derived from the Services for the purposes of improving the Physical Document Verification Add-on and the Physical Document Verification Add-on Provider's internal business operations, developing new services and offerings, modelling and trend analysis; and (ii) further retain and use Fraud Data in for the purposes of developing a dataset of known fraudulent and counterfeit identity documents and information.
- 2.5. Details of Processing.** The subject-matter of Processing of Personal Data by Strivacity is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects processed under this DPA are further specified in Exhibit A (Description of Processing Activities) to this DPA.

3. Rights of Data Subjects

- 3.1. Data Subject Requests.** Strivacity shall provide reasonable assistance to Customer by appropriate technical and organizational measures in Customer's obligation to respond to requests for exercising the Data Subject's rights. Strivacity will, to the extent legally permitted, promptly notify Customer if Strivacity receives a request from a Data Subject to exercise the following Data Subject right of access, right to rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, object to the Processing, or its right not to be subject to an automated individual decision making (each, a Data Subject Request). Strivacity will not respond to a Data Subject Request without Customer's prior written consent, except that Strivacity may respond to the Data Subject to confirm that the request relates to Customer. To the extent Customer, in its use of the Subscription Services, does not have the ability to address a Data Subject Request, Strivacity may, upon Customer's request, provide commercially reasonable assistance to facilitate the Data Subject Request, to the extent Strivacity is legally permitted to do so and provided that the Data Subject Request is exercised in accordance with Data Protection Laws and Regulations. To the extent legally permitted, Customer will be responsible for any costs arising from Strivacity's provision of such assistance.

4. Sub-Processors

- 4.1. Appointment of Sub-processors.** Customer agrees that Strivacity's Affiliates may be retained as Sub-processors; and Strivacity and Strivacity's Affiliates, respectively, may engage third-party Sub-processors in connection with the provision of the Services.
- 4.2. List of Current Sub-processors and Notification of New Sub-processors.** A current list of Sub-processors engaged by Strivacity for the Subscription Services, including the identities of the Sub-processors and their country of location, is attached as Exhibit B (Sub-processor Lists). Strivacity will provide Customer with notification of any new Sub-processor(s) as may be appointed by Strivacity from time to time.

5. Security

- 5.1. Controls for the Protection of Customer Data.** Strivacity will maintain appropriate technical and organizational measures, which are designed to protect the security, confidentiality and integrity of Customer Data, including as appropriate: (a) the encryption of Personal Data; (b) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services; (c) the ability to restore the availability and access to Personal Data in a timely manner in the event of a physical or technical incident; and (d) a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of processing.
- 5.2. Third-Party Certifications and Audits.** Upon Customer's written request at reasonable intervals, and subject to the confidentiality obligations set forth in the Agreement, Strivacity will make available to Customer a copy or attestation letter of Strivacity's then most recent third-party audits or certifications, as applicable, and make available to Customer all information reasonably necessary to demonstrate compliance with Strivacity's obligations set out in this DPA and in the Data Protection Laws and Regulations, as well as to confirm that Strivacity processes Personal Data in a manner consistent with Customer's own obligations under Data Protection Laws and Regulations. Customer shall have the right upon notice to Strivacity to take reasonable and appropriate steps to remediate Strivacity's use of Customer Data in violation of this DPA.

- 6. Customer Data Incident Management and Notification.** Strivacity maintains security incident management policies and procedures and will notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Customer Data, including Personal Data, transmitted, stored or otherwise Processed by Strivacity or its Sub-processors of which Strivacity becomes aware (a Customer Data Incident). Strivacity will make reasonable efforts to identify the cause of the Customer Data Incident and take those steps Strivacity deems necessary and reasonable to remediate the cause of a Customer Data Incident to the extent the remediation is within Strivacity's reasonable control. The obligations in this DPA do not apply to incidents that are caused by Customer or Customer's Users.

7. **Return and Deletion of Customer Data.** Strivacity will return Customer Data to Customer and, to the extent allowed by applicable law, delete Customer Data in accordance with the procedures and timeframes specified in the Agreement and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.
8. **Limitation of Liability.** Each party's and all of its Affiliates' liability, taken together in the aggregate, arising out of or related to this DPA, and all DPAs between Authorized Affiliates and Strivacity, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

This Data Processing Addendum is not binding on either party until executed by you and accepted by us in connection with an order for Subscription Services.

List of Exhibits

Exhibit A	DESCRIPTION OF PROCESSING ACTIVITIES
Exhibit B	SUB PROCESSORS

EXHIBIT A

Description of Processing Activities

1. Categories of Data Subjects. This DPA applies to Strivacity's Processing of Personal Data relating to Customer's customers and end users.
2. Types of Personal Data. The extent of Personal Data Processed by Strivacity is determined and controlled by Customer in its sole discretion and includes names, email addresses, and any other Personal Data that may be transmitted through the services by Data Subjects.
3. Subject-Matter and Nature of the Processing. Personal Data will be subject to the Processing activities that Strivacity needs to perform in order to provide the services pursuant to the Agreement.
4. Purpose of the Processing. Strivacity will Process Personal Data for the purposes of providing the services as set out in the Agreement.
5. Duration of the Processing. Personal Data will be Processed for the duration of the Agreement, subject to Section 7 of the DPA.

EXHIBIT B

Sub-processors

Subprocessor	Location	Description
Amazon	United States	AWS (Amazon Web Services) are used for the hosted of the Strivacity instances.
Telesign	United States	SMS relay, and voice provider for support of Strivacity Multi-factor Authentication capabilities.
Zendesk	United States	Customer support and ticketing system.

ATTACHMENT E
Strivacity Optimize

Strivacity Optimize is a managed service offered by Strivacity, and made available to Customer by Strivacity if Customer buys such service in connection with its Subscription Service through an Order.

Strivacity Optimize is a service offering that is additive to the Support Services described in Attachment C.

Strivacity Optimize includes:

Service	Description	Standard Business Hours <i>M-F 9 AM - 6 PM EST</i>	Off Hours <i>M-F 6 PM - 9 AM EST, Holidays, and Weekends</i>	Notes
Configuration Management	Implementing policy & user flow adjustments, lifecycle event hook changes, additional 3rd party application integrations, ad hoc reporting requests.	Within 1 business day of being contacted, provide an estimated timeframe to respond to the requested change. Estimated timelines will be provided once requirements are fully defined.	Implement configuration changes based on mutually agreed-upon dates scheduled at least 7 calendar days in advance.	It is the customer's responsibility to obtain appropriate approval and change management procedures as required by the customer's policies and procedures.
Continuous Improvement changes	Improve user experience based on feedback from users, Customer Help Desk, and other key customer stakeholders.			

Contacting Strivacity:

Customers of Strivacity Optimize may contact Strivacity to leverage this service through phone, e-mail or support website, in each case as set forth under the "Contact Support" heading in Attachment C.

When you submit a request, you will be asked to provide your organization name, contact information, and details. Each ticket will be assigned a unique ticket number. Each ticket will be triaged and addressed per the table above.

ATTACHMENT F

Physical Document Verification Add-on Terms

The Physical Document Verification Add-on is the third-party service used by Strivacity for physical document verification and resold to Customer by Strivacity if Customer buys such service in connection with its Subscription Service through an Order.

If Customer buys the Physical Document Verification Add-on through an Order, then the following terms apply:

1. Customer acknowledges and agrees that the Physical Document Verification Add-on is licensed, not sold.
2. Strivacity, on behalf of the Physical Document Verification Add-on Provider, disclaims all express and implied warranties regarding the Physical Document Verification Add-on.
3. Customer agrees that the Physical Document Verification Add-on Provider shall not be liable for any direct, special, indirect, exemplary, incidental or consequential damages in connection with the Physical Document Verification Add-on or this Agreement.
4. Customer shall use the Physical Document Verification Add-on solely for Customer's own internal business purposes.
5. In the event any software development kit is distributed by or on behalf of the Physical Document Verification Add-on Provider to Customer (the "SDK") under this Agreement, Customer shall use such SDK in object code form only.
6. Customer shall not, directly or indirectly, and Customer shall not permit any user or third party to: (a) reverse engineer, decompile, disassemble or otherwise attempt to discover the object code, source code or underlying ideas or algorithms of the SaaS Services; (b) modify, translate, or create derivative works based on any element of the SaaS Services or any related Documentation; (c) rent, lease, distribute, sell, resell, assign, or otherwise transfer its rights to use the SaaS Services, other than as otherwise expressly set forth in this Agreement; (d) use the SaaS Services for timesharing purposes or otherwise for the benefit of any person or entity other than for the benefit of Reseller and End Customers that are located within the Territory; (e) remove any proprietary notices from the Documentation; (f) publish or disclose to third parties any evaluation of the SaaS Services without the Physical Document Verification Add-on Provider's prior written consent; (g) use the SaaS Services for any purpose other than its intended purpose; (h) interfere with or disrupt the integrity or performance of the SaaS Services; or (i) attempt to gain unauthorized access to the SaaS Services or their related systems or networks.
7. Customer shall be, and shall ensure that each of its users are, responsible for maintaining the confidentiality of all user logins and passwords and for ensuring that each user login and password is used only by the user to which it was issued. Customer agrees to immediately notify Strivacity of any unauthorized use of any account or login and password issued to its users, or any other breach of security known to Customer. Customer is responsible for all use of Customer's user accounts, and Customer is responsible for compliance by each user with the terms hereof
8. Customer acknowledges that the Physical Document Verification Add-on Provider is an intended third party beneficiary of the Agreement, with the right to enforce it directly against Customer.