

This GeoGuard AWS License Agreement (together with any and all schedules, exhibits and addenda referenced herein, this “**Agreement**”) is entered into by and between GeoGuard USA Inc. (“**Provider**”) and the customer purchasing access to the Offering through the AWS Marketplace (“**Customer**”) and is effective upon Customer’s purchasing access to the Offering through the AWS Marketplace (the “**Effective Date**”). Customer and Provider are referred to in the Agreement individually each as a “**Party**” and together as the “**Parties**”.

By accessing, using or subscribing to the Offering through the AWS Marketplace on behalf of Customer that is a company or other legal entity, you hereby irrevocably agree to all of the terms and conditions of the Agreement applicable to such activity and represent and warrant to Provider that you have the actual authority to bind Customer to the Agreement. If you do not have authority to bind Customer or do not agree with any provision of the Agreement, you are not permitted to access, use or subscribe to the Offering.

1. RIGHTS AND RESTRICTIONS

- 1.1. **Customer’s Limited License and Rights to the Offering.** Provider hereby grants Customer a non-exclusive, limited, revocable, non-transferable, non-sublicensable license and right during the Term to access and use the Offering for the Permitted Purpose, in accordance with the applicable Documentation and the Agreement.
- 1.2. **Customer’s Restrictions in the Offering.** Except as expressly permitted in writing by Provider, Customer will not allow any Person other than any Authorized Users to access or use the Offering, Provider Data or Usage Data from Customer’s accounts (including those associated with the Customer Portal or Marketplace) and Customer will not, and will not authorize or cooperate with any Authorized User or any other party to: (a) attempt to interfere with or disrupt the Offering (or any related systems or networks) or use the Offering other than directly for Customer’s benefit in connection with the Permitted Purpose; (b) scrape, copy, modify, unbundle, or distribute any portion of the Offering; (c) rent, lease, assign, or resell the Offering; (d) transfer any of its rights hereunder; (e) reverse-engineer or access all or any portion of the Offering (or derive the source code or the structure or organization, underlying algorithms or other internals, protocols, data structures or other externals of the Offering), except as expressly permitted by Applicable Law notwithstanding a contractual prohibition to the contrary; (f) access or use the Offering in any jurisdiction Customer has not obtained the required regulatory approvals and/or licenses, if any, necessary to access or use the Offering; (g) pre-fetch, cache, index, copy, re-utilize, extract, or store any data that is extracted or derived from the Offering via query by Customer except as strictly required for the Permitted Purpose; (h) use the Offering or Provider Data for any of the following purposes: (i) in connection with establishing an individual’s eligibility for credit or for the review or collection of a credit account of an individual; (ii) in connection with underwriting insurance to be used primarily for personal, family, or household purposes; (iii) for employment purposes or for tracking the physical location of employees; (iv) in connection with a determination of an individual’s eligibility for a license or other benefit granted by a government agency; (v) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; (vi) to determine an individual’s eligibility for any purpose under Section 604 of the federal Fair Credit Reporting Act, 15 U.S.C. § 1681b; or (vii) to take any “adverse action”, as that term is defined in Section 603(k) of the federal Fair Credit Reporting Act, 15 U.S.C. § 1681a(k), against an individual; (i) combine, use or distribute any Offering with other software that could materially threaten the required licensure or regulatory approvals, if any, of any portion of the Offering; (j) combine, use or distribute any Offering with other software that could cause or result in any portion of the Offering to be subject to any open source license or similar license that: (i) requires as a condition of use, modification or distribution that the Offering or such other software to be: (A) made available or distributed in a form other than binary (e.g., in source code form); (B) licensed for the purpose of making derivative works; (C) licensed under terms that allow for reverse engineering, reverse assembling or disassembling of the Offering (other than as required to by law); or (D) redistributable at no charge; or (ii) requires or purports to require the grant of any license, covenant not to sue, authorization or other right with respect to patents or patent applications; (k) include any data from an End User in Customer Data without the End User’s informed consent or opt-in authorization sufficient to comply with Applicable Data Protection Laws; (l) provide or make available to Provider or any of its Affiliates any “cardholder data” or “sensitive authentication data” as defined under the Payment Card Industry Data Security Standards or Applicable Law, including any Primary Account Number (e.g., credit or debit card account number) beyond the first six (6) or last four (4) digits or any card validation code (e.g., security code); (m) remove, disable, or otherwise limit the effectiveness of any technical protections, including those used by Provider to (i) manage, monitor, control or analyze the installation of, access to, or use of the Offering or (ii) protect Provider’s intellectual property rights; (n) attempt to probe, scan, or test the vulnerability of the Offering or to breach or circumvent any security or authentication measures used by the Offering; (o) attempt to circumvent any capacity limits, Authorized User or storage limits, or other license, timing or use restrictions associated with the Offering, or attempt to interfere with Provider’s ability to audit or track such restrictions; (p) remove any copyright, trademark, confidentiality or other proprietary rights notice from the Offering, Documentation, or related material; (q) introduce any viruses, worms, defects, malware, or any item of destructive nature into or through the Offering; (r) use the Offering or Provider Data for competitive analysis (including benchmark testing) to create, train or improve (directly or indirectly) a product or service that substantially replicates the Offering, or to acquire any technical specifications or gain any competitive advantage; (s) send or otherwise post unsolicited or unauthorized communications, including commercial communications (such as spam), through the Offering; (t) disclose, provide, or otherwise share the Provider Data or Usage Data with Customer’s third-party service providers, suppliers, or developers without Provider’s written consent; or (u) engage in any other conduct in connection with the Offering that may harm or otherwise expose Provider or any third party to liability.
- 1.3. **Customer Prohibition.** In connection with Customer’s access to and use of the Offering, Customer will not (and will not authorize, encourage or cooperate with any third party to):
 - 1.3.1. Publish or share any API Key including (a) providing or otherwise making available the API Key to any Person other than Authorized Users without prior written consent from Provider, and (b) displaying the API key on a public bulletin board, file transfer protocol site, internet site, chat room, file sharing site, instant messaging service or by any other unauthorized means;

- 1.3.2. Make copies of the Offering except for a single copy for backup or archival purposes;
- 1.3.3. Upload any data provided by the Offering to any application other than the specified Customer Application utilizing the Offering; or
- 1.3.4. Fail to promptly rotate one or more keys, including any API Key, as may be reasonably requested by Provider resulting from Provider's security concerns.
- 1.4. **Customer's Rights.** Subject to the limited licenses and rights granted to Provider under the Agreement, Customer owns and retains all rights in and to: (a) the Customer Application(s), (b) Customer Data; and (c) all Intellectual Property Rights in and to any of the foregoing.
- 1.5. **Provider's Rights.** Subject to the limited licenses and rights granted to Customer under the Agreement, Provider owns and retains all rights in and to: (a) the Offering, and all improvements, enhancements, or modifications to them made by any Person; (b) the Usage Data; (c) the Provider Data; (d) any software, applications, inventions or other technology developed by Provider in connection with providing the Offering; (e) any suggestions or other feedback concerning the Offering provided by Customer and its Authorized Users; and (f) all Intellectual Property Rights in and to any of the foregoing. When Customer provides or makes accessible Customer Data to Provider, Customer authorizes and hereby grants the right and license to Provider and its designees to use Customer Data solely to develop, improve, protect, operate, and make available the Offering and other Provider products and services, in accordance with Applicable Law, the Privacy Statement, and the Data Processing Addendum. Notwithstanding anything in the Agreement to the contrary, Provider is expressly authorized to use and disclose Usage Data and Other Anonymized Data without restriction, including in the development and delivery of its products and services.
- 2. PROVIDER'S OBLIGATIONS**
 - 2.1. **Compliance with Applicable Laws.** Provider will comply with all Applicable Laws in providing the Offering, including Applicable Data Protection Laws as it relates to the collection and processing of End User Data.
 - 2.2. **Data Security and Privacy.** Provider will maintain physical, technical, and administrative security measures designed to protect Customer Data from unauthorized access and disclosure. Provider will process Customer Data in accordance with the Data Processing Addendum and Provider's Privacy Statement.
 - 2.3. **Provision of Offering.** Unless specifically stated otherwise in the Documentation, the Offering will be made available in the English language only. Customer acknowledges that the Offering rely upon Customer Data and if Customer ceases to provide Customer Data or requires Provider to return or destroy any Customer Data, Provider may be unable to continue providing the Offering to Customer.
 - 2.4. **Changes to the Offering.** Provider may from time to time modify the Offering, or add or modify license keys, authorizations, or other means of controlling access to or use of the Offering, for justified commercial, security or operational reasons, including to make any improvements to access and use of the Offering. Any such changes to the Offering will not prevent Customer from using the Offering for the Permitted Purpose. Any such changes will be made without additional cost to Customer, and Provider will provide Customer with reasonable advance notice of any such change, in a clear and comprehensive manner and indicating the justified reasons for such change, where required under Applicable Law. If such change materially and negatively impacts Customer's access or use of the Offering, Provider will inform Customer reasonably in advance of the features and timing of the change.
 - 2.5. **Support.** Provider will provide Customer with technical support, as applicable to the respective Offering, in accordance with Provider's standard practices and consistent with general industry standards. Except as expressly set out herein, Provider makes no further service level or support commitments with respect to the Offering.
- 3. CUSTOMER'S OBLIGATIONS**
 - 3.1. **Compliance with Applicable Laws.** Customer will comply with all Applicable Laws in its access and use of the Offering, including Applicable Data Protection Laws as it relates to the collection, control, and processing of End User Data, including, without limitation, obtaining all necessary consents and opt-ins from its End Users necessary for its implementation and use of the Offering (in a Customer Application or otherwise). Customer will at all times maintain, conspicuously display to its End Users, and abide by a privacy policy that complies with Applicable Data Protection Laws. Customer will promptly inform Provider of any actual or potential legal or regulatory demand, notice, investigation, penalty, or other proceeding, that it receives or becomes aware of in any way related to or arising from Customer's access or use of the Offering. Customer is solely responsible for, and Provider has no liability for, the content and presentation of any notices and consent requests Customer delivers, or approves for delivery, to individuals, whether through the Offering or otherwise.
 - 3.2. **Compliance with Customer Agreement.** Customer agrees to abide by the terms of the AWS Customer Agreement and acknowledges and agrees that it may not use or access the Offering if it does not comply with all such terms, including its payment obligations specified in the AWS Customer Agreement.
 - 3.3. **KYC & Due Diligence.** Customer will promptly provide all reasonably requested information for Provider to satisfy its "Know Your Customer" and other due diligence requirements.
 - 3.4. **Updates.** Customer will promptly install Updates and, if required by Applicable Law or any applicable legal or regulatory authority, no later than the date so required.

- 3.5. **Customer Security.** Customer is responsible for all activities conducted under its and its Authorized Users' accounts. Except as may be expressly provided otherwise, Customer will take sufficient steps to ensure that (a) its access to the Offering, the Customer Portal, Authorized Users' accounts, and applicable Third-Party Supplier platforms and systems will be restricted to Customer's employees or agents who are properly engaged in the provision of Customer Applications, and (b) such employees and agents will not utilize such access for personal or improper means. Customer will limit its employees' and agents' access to passwords, access codes, or other confidential information necessary for such access to those employees and agents with a need-to-know in connection with the Customer Application. Customer will notify Provider promptly, but no later than forty-eight (48) hours if Customer knows of or suspects unauthorized access to any Offering, Authorized User account, or to any Third-Party Suppliers' platforms and systems. Customer will cooperate with Provider in implementing other reasonable access security controls recommended by Provider or its Third-Party Suppliers. Customer is responsible for the workstations, software, internet access, and hardware, including all aspects of the physical, technical, and administrative security that it uses with the Customer Application and to send and receive data from Provider or its Third-Party Suppliers.

4. REPRESENTATIONS & WARRANTIES

- 4.1. **Mutual.** Each Party represents and warrants to the other Party that: (a) it has the legal power and authority to enter into this Agreement; and (b) it is duly organized, validly existing, and in good standing under the Applicable Laws of the jurisdiction of its domicile.

- 4.2. **By Customer.** Customer represents and warrants that it is entitled to transfer the Customer Data (including End User Data) to Provider so that Provider and its authorized Third-Party Service providers may lawfully use, process, and transfer the Customer Data in accordance with this Agreement.

- 4.3. **By Provider; Disclaimer.** The Offering will materially conform to the specifications set forth in the Agreement and Documentation when accessed and used as permitted under the Agreement, and Provider will perform its other obligations under the Agreement in a professional and workmanlike manner substantially consistent with general industry standards. As Provider's sole and exclusive liability and Customer's sole and exclusive remedy for any breach of this Section 4.3 Provider will use commercially reasonable efforts to modify the Offering to correct the non-conformity. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS AGREEMENT, PROVIDER DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE OFFERING OR THAT PROVIDER WILL CORRECT ANY DEFECTS OR PREVENT DISRUPTIONS. THE EXPRESS WARRANTIES CONTAINED IN THE AGREEMENT ARE THE EXCLUSIVE WARRANTIES FROM PROVIDER AND REPLACE ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. PROVIDER WARRANTIES WILL NOT APPLY IF THERE HAS BEEN MISUSE, MODIFICATION, DAMAGES NOT CAUSED BY PROVIDER, OR FAILURE TO COMPLY WITH INSTRUCTIONS PROVIDED BY PROVIDER. PROVIDER DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGES CAUSED BY ANY THIRD-PARTY HOSTING PROVIDERS. PROVIDER MAKES BETA SERVICES AVAILABLE AS-IS WITHOUT WARRANTIES OF ANY KIND.

5. **CONFIDENTIALITY.** Each Party agrees to protect the Confidential Information (as defined below) of the other Party in the same manner that it protects the confidentiality of its own proprietary and confidential information of like kind, but in no event using less than a reasonable standard of care. A Party will not: (a) disclose or use any Confidential Information of the other Party for any purpose outside the scope of this Agreement, except with the disclosing Party's prior written permission and (b) disclose or make the other Party's Confidential Information available to any party, except those of its employees, contractors, and agents that have signed an agreement containing disclosure and use provisions substantially similar to those set forth herein and have a "need to know" in order to carry out the purpose of the Agreement. If a Party is compelled by law to disclose Confidential Information of the other Party, it will provide prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance if the other Party wishes to contest the disclosure. Due to the unique and sensitive nature of the Parties' respective Confidential Information, there may be no adequate remedy at law for a Party's breach of its obligations hereunder, and any such breach may result in irreparable harm to the non-breaching Party. Therefore, upon any such breach or threat thereof, the Party alleging breach will be entitled to seek injunctive and other appropriate equitable relief in addition to any other remedies available to it. Notwithstanding the foregoing, Provider is expressly authorized to disclose Confidential Information to regulators and law enforcement without notice to Customer in connection with customary reporting, fraud investigations, or regulatory requests or licensing requirements. This Section 5 will not cancel, terminate, or modify any nondisclosure or confidentiality agreement(s) previously entered into by the Parties.

6. **PAYMENT.** The parties agree that Customer's sole payment obligations for the Offering are as set out in the AWS Marketplace and as per the AWS Customer Agreement.

7. TERM; TERMINATION; EFFECT OF TERMINATION OR EXPIRATION; SUSPENSION

- 7.1. **Term.** The term of this Agreement (the "**Term**") will commence on the Effective Date and will remain in effect for the period as specified in the AWS Marketplace in connection with Customer's purchase of the Offering or until the earlier expiration or termination in accordance with this Agreement.

7.2. Termination.

- 7.2.1. **For Breach.** Either Party may terminate the Agreement if the other Party is in material breach of the Agreement and fails to cure such breach within thirty (30) days after written notice of the breach, if such breach is capable of cure.

7.2.2. **To Protect Regulatory Approvals and/or Licenses.** Either Party may terminate the Agreement upon written notice to the other Party if: (a) required or directed to do so by a competent regulatory authority; (b) a competent regulatory authority elects to disapprove, revoke, suspend or limit in any manner a Party's regulatory approvals and/or licenses such that a Party's continued performance under the Agreement or Provider's provision or Customer's use of the Offering could threaten a Party's regulatory approvals and/or licenses; or (c) the Party reasonably and in good faith believes that the other Party's acts or omissions threaten the Party's applicable regulatory approvals and/or licenses and regulatory approvals. Any termination under subsection (c) will only be effective if the Party has provided the other Party with written notice of the basis of such belief and the other Party has failed to take the necessary steps to resolve such issue within thirty (30) days from receipt of such written notice.

7.2.3. **For Insolvency.** Either Party may terminate the Agreement upon written notice to the other Party if the other Party: (a) becomes subject to bankruptcy or insolvency proceedings; (b) becomes insolvent, makes an arrangement with or affecting its creditors (including an assignment for the benefit of a creditor) to commence a process of liquidation; (c) has a receiver or trustee appointed; (d) ceases or threatens to cease to carry on business; or (e) claims the benefit of any statutory moratorium.

7.3. **Effect of Termination or Expiration.** Upon expiration or termination of the Agreement or the AWS Customer Agreement, Customer's rights with respect to the applicable Offering will end and Customer will: (a) stop all access to and use of the Offering; (b) uninstall and destroy any and all copies of any software, Documentation, tools, materials, services or information made available by Provider in connection with or as part of the Offering; (c) permanently clear and destroy any Customer-side Provider Data; and (d) promptly remove and any all references to the Offering from the Customer Applications. At Provider's request, Customer will certify in writing to Provider its compliance with the provisions of this Section 7.3.

7.4. **Suspension.** Without limiting and not to the exclusion of any other right (including Provider's termination rights) under the Agreement, Provider may suspend Customer's access or use of the Offering or portion thereof if: (a) Customer's acts or omissions threaten Provider's regulatory approvals and/or licenses or ability to provide the Offering to its other customers; (b) Customer's access or use of the Offering may pose a material security, privacy, intellectual property risk, or otherwise may materially impair Provider's ability to provide the Offering to its customers; or (c) Customer is in material breach of the Agreement or the AWS Customer Agreement.

8. LIABILITY

8.1. **Limitation of Indirect Damages and Claims.** To the fullest extent permitted by law, except for Excluded Claims (as defined below) for which there will be no cap on liability, neither Customer nor Provider nor their respective Affiliates will be liable under the Agreement for any (a) indirect, special, incidental, consequential, exemplary, or punitive damages; or (b) loss of use, data, business, revenues, profits, goodwill, or reputation in any case, whether direct or indirect, even if the Party knew or should have known that such damages were possible, even if a remedy fails of its essential purpose, and regardless of the type of action or theory of liability.

8.2. **Total Liability.** To the fullest extent permitted by law, except for Excluded Claims (for which there will be no cap on liability) or Special Claims (which are subject to the Enhanced Liability Cap set forth in Section 8.4), neither Party's aggregate liability under the Agreement will exceed the amount of fees paid or payable by Customer for the Offering through the AWS Marketplace during the twelve (12) months prior to the event giving rise to liability.

8.3. **Excluded Claims.** "Excluded Claims" means any claims resulting from (a) fraudulent or intentional misconduct, or gross negligence by either Party, or (b) Customer's payment obligations under the Agreement or the AWS Customer Agreement.

8.4. **Special Claims.** "Special Claims" means any claims resulting from (a) any breach by either Party of their respective obligations under Section 5 (Confidentiality & Third-Party Access); (b) any breach by Provider of its obligations under the Data Processing Addendum; (c) any breach by Customer of Section 1.1 (Customer's Limited License and Rights to the Offering), Section 1.2 (Customer's Restrictions in the Offering) and/or Section 1.3 (Customer's Prohibition), or (d) any amounts payable to third parties pursuant to either Party's indemnification obligations under Section 9.1 or 9.2. For any and all Special Claims, the liable Party's aggregate liability under the Agreement will not exceed three times (3x) the amount of fees paid or payable by Customer for the Offering through the AWS Marketplace during the twelve (12) months prior to the event giving rise to liability (the "Enhanced Liability Cap").

9. INDEMNIFICATION

9.1. **Indemnification by Provider.** Provider will defend Customer, its officers, directors, and employees, from and against any claims, demands, suits or proceedings ("Claims") brought by a third party against Customer alleging: (a) that the Offering, as provided by Provider and when used by Customer pursuant to the Agreement, infringes any Intellectual Property Rights of a third party (an "Infringement Claim"); or (b) any material breach of Applicable Law by Provider in the provision of the Offering to Customer. Provider will indemnify and hold harmless Customer from and against any damages and costs awarded against Customer or agreed in settlement by Provider (including reasonable attorneys' fees) resulting from such Claims. In the event of any Infringement Claim, Provider may, at its sole option and expense, either: (a) procure for Customer the right to continue to use the Offering without infringement, or (b) modify or replace the Offering with a substantially equivalent system that is non-infringing. If Provider is unable to accomplish (a) or (b) in the immediately preceding sentence, Provider may direct Customer to cease use of the Offering, which direction Customer agrees to follow, and in such case, either Party may then immediately terminate the Agreement without penalty upon written notice to the

other Party with Provider refunding on a pro-rated basis any pre-paid unearned Fees. Notwithstanding anything to the contrary contained herein, Provider will have no obligation with respect to any Infringement Claim to the extent it is based upon: (i) any modification of the Offering by Customer, or any other third party (unless such third party was engaged by Provider), to perform such modifications; (ii) any combination or use of the Offering with any product, service, or system with which the Offering is not intended to operate, as specified in the Agreement or applicable Documentation, and any combination where the Offering is not the “but-for” cause of the alleged infringement; or (iii) any use or other exploitation of the Offering outside the scope of the rights granted hereunder or otherwise in violation of the Agreement. This Section 9.1 sets forth Provider’s sole and exclusive obligations, and Customer’s sole and exclusive remedies, with respect to infringement or misappropriation of third-party Intellectual Property Rights of any kind.

9.2. **Indemnification by Customer.** Customer will defend Provider, its Affiliates, its officers, directors, and employees, from and against any Claims brought by a third party against Provider: (a) alleging that the Customer Data infringes or violates the rights of a third party; (b) arising from any material breach of Applicable Law by Customer in the access or use of the Offering; or (c) arising from any use of the Offering by Customer or an Authorized User in a manner that breaches the Agreement or the AWS Customer Agreement. Customer will indemnify and hold harmless Provider from and against any damages and costs awarded against Provider or agreed in settlement by Customer (including reasonable attorneys’ fees) resulting from such Claims.

9.3. **Indemnification Requirements.** The Party seeking indemnity under this Section 9 (“Indemnitee”) must give the other Party (“Indemnitor”) the following: (a) prompt written notice of any Claim for which the Indemnitee intends to seek indemnity, (b) all cooperation and assistance reasonably requested by the Indemnitor in the defense of the Claim, at the Indemnitor’s sole expense, and (c) sole control over the defense and settlement of the Claim, provided that the Indemnitee may participate in the defense of the Claim at its sole expense and Indemnitor may not settle any Claim in a manner that imposes any material liability upon Indemnitee or requires Indemnitee to admit any wrongdoing.

10. GENERAL PROVISIONS

10.1. **Entire Agreement; Severability; No Waiver; Modification; Amendment.** The Agreement constitutes the entire agreement and understanding of the Parties relating to the subject matter of the Agreement and supersedes any previous agreement or understanding between the Parties in relation to such subject matter. If any provision of the Agreement is invalid or unenforceable, the remaining provisions remain in full force and effect. Failure to enforce or exercise any provision of the Agreement is not a waiver of such provision unless such waiver is specified in writing and signed by the Party granting the waiver. Except as otherwise expressly provided in the Agreement, no modification or amendment to the Agreement (or any component thereof) will be valid unless it is in writing and signed by each of the Parties to the Agreement. Notwithstanding the foregoing, to the extent such modifications do not materially expand Customer’s obligations, increase Customer’s Fees, or limit Customer’s rights under the Agreement, Provider may make reasonable modifications to the Agreement, including as a result of any changes to the terms and conditions (a) in Provider’s agreements with its Third-Party Suppliers and (b) to address any Applicable Law. Provider may make such modifications to this Agreement by posting a revised version on the AWS Marketplace, which modifications will become effective as of the first day of the calendar month following the month in which they were first posted.

10.2. **Assignment.** Except as expressly set forth in the Agreement, neither Party may, directly or indirectly, assign or transfer the Agreement (or any component thereof), or delegate any of its rights or obligations under the Agreement, whether by operation of law, contract, or otherwise, without the prior written consent of the other Party, and any attempt to do so in breach of the foregoing will be null and void. Notwithstanding the foregoing, either Party may assign the Agreement without the other Party’s consent to any Affiliate or in connection with an internal reorganization or change of control, subject to the purported assignee obtaining all necessary regulatory licenses and/or approvals as applicable, and such assignee being bound to the Agreement; however, Customer may not assign the Agreement or delegate its obligations under the Agreement to a party that develops or provides (or intends to) any products or services substantially similar to those provided by Provider to Customer or any other competitor of Provider.

10.3. **Notices.** Provider may give general notices related to the Offering that apply to all or many customers by email or by posting them through the AWS Marketplace, the Customer Portal or Provider website. Other notices under the Agreement must be in writing and sent to the business mailing or email address specified in this Section or the AWS Marketplace, unless a Party designates in writing a different address. Notices are deemed given when received. Notices to Provider must be sent to legal@geocomply.com.

10.4. **Relationship of the Parties.** Provider is an independent contractor, not Customer’s agent, joint venturer, partner, or fiduciary. No right or cause of action for any third party is created by the Agreement or any transaction under it. Provider will have the right to use third-party service providers, subcontractors, and Affiliates to perform any of its obligations and exercise any of its rights under the Agreement, and in such event, Provider will remain responsible for such obligations and exercise of rights.

10.5. **Export Control and Economic Sanctions Compliance.** Each Party will comply with United States and foreign export control laws or regulations relating to its performance under the Agreement. Without limiting the foregoing, both Parties represent and warrant that for itself, its Affiliates, directors, employees, and contractors, that: (a) it is not listed on any United States government list, or is a prohibited or restricted party; (b) it is not subject to any United Nation, United States, European Union, or any other applicable economic sanctions or trade restrictions; and (c) it does not have operations in a country subject to comprehensive United States trade sanctions.

- 10.6. **Anti-Corruption Compliance.** Each Party represents and warrants that it is familiar with the U.S. Foreign Corrupt Practices Act, and all other Applicable Laws regarding anti-corruption and anti-bribery, and both Parties represent and warrant that for itself, its Affiliates, directors, employees, and contractors, that every other person working on their behalf will comply with.
- 10.7. **Audit.** During the Term and for one (1) year thereafter, Customer agrees to provide reasonable cooperation in the event Provider is required to audit Customer's use of the Offering and compliance with the Agreement, which, unless otherwise directed or requested by a competent regulatory authority, may occur only upon reasonable advance written notice, during Customer's business hours, and not more than once per calendar year, unless in connection with Customer's material breach of the Agreement.
- 10.8. **Survival.** The following sections of this Master Services Agreement, and any other sections and provisions of the Agreement which by their terms or nature must survive for interpretation or enforcement of the Agreement, will survive expiration or termination for any reason: Section 1 (Rights and Restrictions), Section 4 (Representations & Warranties) Section 5 (Confidentiality & Third-Party Access), Section 7.3 (Effect of Termination or Expiration), Section 8 (Liability), Section 9 (Indemnification), Section 10 (General), and Section 11 (Definitions).
- 10.9. **Force Majeure.** Neither Party is responsible for failure to fulfill its non-monetary obligations due to Force Majeure. The affected Party will give the other Party prompt written notice (when possible) of the failure to perform and use commercially reasonable efforts to limit the resulting delay in its performance.
- 10.10. **Publicity.** Provider may use Customer's name and logo on Provider's website and in promotional and marketing materials to identify Customer as a customer of Provider. Provider will use commercially reasonable efforts to comply with any Customer trademark and/or brand guidelines provided to Provider by Customer.
- 10.11. **Governing Law.** The Agreement will be governed by and construed in accordance with the laws of the State of New York without regard to its conflicts of law principles. The provisions of the United Nations Convention on the International Sale of Goods will not apply to the Agreement.
- 10.12. **Dispute Resolution.** Notwithstanding anything herein to the contrary, any controversy, dispute, or claim arising out of or related to the Agreement that cannot be resolved by informal and good-faith negotiations between authorized representatives of the Parties will be referred to and finally resolved by binding arbitration under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules of Arbitration. The seat, or legal place, of arbitration, will be the Borough of Manhattan, New York. The language of the arbitration will be English. The Emergency Arbitrator Provisions will not apply. Except in respect of disputes falling under the Arbitration Exceptions, the Parties agree that they are each waiving the right to a trial by jury. The arbitration award will be final and binding on the parties. Judgment upon the award may be entered by any court having jurisdiction over the award or having jurisdiction over the relevant party or its assets. Neither Party will announce any award or procedural order made in the arbitration. Notwithstanding the agreement to arbitrate above, or the provisions of the Rules of Arbitration of the International Chamber of Commerce, the Parties agree that the obligations under this Section will not apply to any claim (including to seek injunctive relief) by a Party: (i) to enforce its intellectual property rights, including claims relating to any actual or alleged infringement of a Party's copyrights, patents or patent applications, trademarks, or trade secrets; or (ii) for any breach of confidentiality under the Agreement (the "**Arbitration Exceptions**").
- 10.13. **Interpretation.** Any reference in the Agreement to "days" are to calendar days unless otherwise specified. The words "including" and "for example" or "e.g.," and words of similar import, are not limiting or exclusive and will be deemed followed by "without limitation," whether or not such language is included. Section and other headings are for ease of reference only and are not to be used to interpret the meaning of any provision. Any rights and remedies provided for in the Agreement are cumulative and are in addition to, and not in lieu of, any other rights and remedies available under Applicable Law.
- 10.14. **Further Assurances.** Each Party will do and perform, or cause to be done and performed, all such further acts and things, and will execute and deliver all such other agreements, certificates, instruments and documents, as the other Party may reasonably request in order to carry out the intent and accomplish the purposes of the Agreement and the consummation of the transactions contemplated hereby, including without limitation communications and certifications made to any regulatory authority with jurisdiction over the Parties.
- 10.15. **No Third-Party Beneficiaries.** The Agreement does not create any third-party beneficiary rights in any Person that is not a party to the Agreement.
- 11. DEFINITIONS**
- 11.1. Capitalized terms used in the Agreement will have the below meanings.
- 11.1.1. "**Affiliate**" means, with respect to any specified Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such specified Person. The term "**Control**" means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting interests, by contract, or otherwise.
- 11.1.2. "**API Key**" means the authentication key(s) provided by Provider to allow the Customer Application to make requests to the Offering and receive valid responses.

- 11.1.3. **"Applicable Data Protection Laws"** means any data protection laws, rules, regulations, self-regulatory guidelines, or implementing legislation applicable to Provider's provision and/or Customer's use of the Offering, including data protection and privacy laws, rules, and regulations to which Personal Information is subject.
- 11.1.4. **"Applicable Law"** means any of the following that relate to the provision, access or use of the Offering: (a) any statute, legislation or regulation having the force of law that is issued by any governmental entity of local, municipal, regional or national authority having jurisdiction and binding authority over the applicable Party; (b) any treaty, multinational convention or the like having the force of law and that is binding on the applicable Party; (c) the common or general law; (d) any court order, judgment or decree that is binding on the applicable Party; (d) any applicable industry code, policy or standard enforceable by law that is binding on the applicable Party; or (e) any applicable direction, policy or order that is given by a regulator having binding authority on the applicable Party; and (f) any subsequent amendments, re-enactments, consolidations, replacements or new implementations of the foregoing.
- 11.1.5. **"Authorized Users"** means identified individual employees of Customer or its Affiliates authorized by Customer from time to time to access or use the Offering.
- 11.1.6. **"AWS"** has the meaning ascribed thereto in the AWS Customer Agreement.
- 11.1.7. **"AWS Customer Agreement"** means the AWS Customer Agreement located at <https://aws.amazon.com/agreement/> as may be updated and amended from time to time.
- 11.1.8. **"AWS Marketplace"** means the Amazon Web Services Marketplace located at <https://aws.amazon.com/> as may be updated and amended from time to time.
- 11.1.9. **"Confidential Information"** means any information and documentation of a Party or its Affiliates (and in the case of Provider, its Third-Party Suppliers) disclosed to or accessed by the other Party in connection with the Agreement (a) that is marked or verbally designated as "confidential" or the like or (b) that, given the circumstances surrounding its disclosure or the nature of the information, a reasonable person would conclude to be confidential. Confidential Information does not include any information that (i) becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party before receipt from the Disclosing Party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation (and without a duty of confidentiality) owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. Without limiting the foregoing, Provider Confidential Information includes the non-public aspects of and information regarding (A) the Offering and any related product plans, technology, data and other technical information (including Documentation, the structure and organization, the underlying algorithms and other internals, the protocols, data structures and other externals, and the source code of any of the foregoing) and (B) Offering pricing and other commercial terms as provided in connection with any private offer within the AWS Marketplace.
- 11.1.10. **"Customer Application"** means any Customer application, product, or service that uses or otherwise exploits the Offering for the Permitted Purpose.
- 11.1.11. **"Customer Data"** means any data and information provided or otherwise made available to Provider or its Affiliate by or on behalf of Customer or an End User in connection with the Offering, excluding Usage Data and Other Anonymized Data.
- 11.1.12. **"Customer Portal"** means the secured website made available by Provider where Customer may access and download, among other things, Offerings and Documentation.
- 11.1.13. **"Data Processing Addendum"** means the Data Processing Addendum made available to Customer by Provider at <https://www.geocomply.com/dpa>, (and any successor or related locations designated by Provider), as may be updated by Provider from time to time, or any alternate agreement or instrument related to the Parties' respective data processing commitments to each other that may be executed from time to time.
- 11.1.14. **"Documentation"** means any documentation (including online, printed, or other documentation) and any technical or legal requirements for the Offering. Documentation may be made available to Customer through the AWS Marketplace, the Customer Portal or otherwise.
- 11.1.15. **"End User"** means an individual accessing or using a Customer Application and/or other relevant Customer products and services.
- 11.1.16. **"End User Data"** means any Customer Data that is the Personal Information of an End User, such as name, address, date of birth, phone number, or social security number.
- 11.1.17. **"Force Majeure"** means an event beyond the applicable Party's reasonable control.

- 11.1.18. **"Offering"** means GeoGuard (a continuously updated database of IP addresses associated with IP anonymizing tools such as VPNs, proxy servers, Tor exit nodes, hosting providers, peer-to-peer networks, and Smart DNS Proxies) together with all software, services, information, data, tools, materials, services, and rights made available to Customer by or for Provider in connection therewith, including Documentation and the Provider Data.
- 11.1.19. **"Other Anonymized Data"** means any anonymized data that may have originated from Customer Data, but has been anonymized, de-identified, or aggregated so that it does not include Personal Information and cannot be used to identify an End User.
- 11.1.20. **"Permitted Purpose"** is, with respect to the Offering, solely for determining whether an IP address is associated with virtual private networks (VPNs), web-based proxies, domain name server proxies, tor exit nodes and/or data center (each, a "Proxy" and collectively, the "Proxies").
- 11.1.21. **"Person"** means any individual, partnership, corporation, limited liability company, association, joint stock company, trust, joint venture, or unincorporated organization.
- 11.1.22. **"Personal Information"** means any data that identifies, relates, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular individual or is defined as "personally identifiable information," "personal information," "personal data" or similar terms under Applicable Data Protection Laws.
- 11.1.23. **"Privacy Statement"** means Provider's Privacy Statement provided at <https://www.geocomply.com/privacy-statement/>, (and any successor or related locations designated by Provider), as may be updated by Provider from time to time.
- 11.1.24. **"Provider Data"** means any data and information provided or otherwise made available by or on behalf of Provider, its Third-Party Suppliers, or their respective data providers in connection with the Offering.
- 11.1.25. **"Third-Party Services"** means any software, information, data, tools, materials, services, and rights made available within or via the Offering by a third party.
- 11.1.26. **"Third-Party Supplier"** means a third-party licensor or service provider of Third-Party Services.
- 11.1.27. **"Updates"** means security and hotfixes, patches, and other updates to the Offering to the extent made available to Customer by or for Provider as an update.
- 11.1.28. **"Usage Data"** means data and information regarding access to and use of the Offering.