

IDOLOGY END USER TERMS

1. Definitions.

1.1 **Applicant.** An individual applying for the purchase of a product or service or for some other benefit from Client.

1.2 **Application.** IDology's proprietary computer software that comprises the principal application software to be used in providing the Services.

1.3 **Confidential Information.** Information in the possession of IDology, regardless of the media in which it resides, and whether retained in written or electronic form, or otherwise, which information by its nature is confidential, including, but not limited to, Trade Secrets and Consumer Data.

1.4 **Consumer Data.** Identifying information pertaining to an individual, such as name, address, date of birth, or social security number, and KBAs, provided directly or indirectly by IDology or its data providers and utilized in the Services.

1.5 **IDology.** IDology, Inc.

1.6 **IDology IP.** IDology's intellectual property, including its proprietary technology, which includes, without limitation, the Services, the Application, its hardware designs, algorithms, software (in source code and object code forms), user interface designs, architecture, class libraries, objects and documentation (both printed and electronic), network designs, know-how, trade secrets and any related intellectual property rights throughout the world (whether owned by IDology or licensed to IDology from a third party), IDology's copyrights, and any derivatives, improvements, enhancements, updates, modifications, or extensions of IDology intellectual property.

1.7 **KBAs.** A component of the Services comprising IDology's (or its data supplier's) proprietary question and answer sets for use in Applicant Verification.

1.8 **Person.** Any corporation, company, partnership, firm, joint venture, association, trust, government agency, political subdivision, other entity, or individual.

1.9 **Representatives.** A Person's affiliates, and its and its Affiliates' owners, members, directors, officers, employees, agents, independent contractors, investors, attorneys, licensees, and other representatives.

1.10 **Services.** IDology's proprietary identity and age verification services, and similar IDology services, as further defined or described in this Agreement or other documentation provided by Reseller to Client.

1.11 **Trade Secret.** Information, without regard to form, including, but not limited to, technical or nontechnical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential customers or suppliers which is not commonly known by or available to the public and which information (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

1.12 **Verification.** The process by which Client, utilizing the Services, seeks to verify the identity or age of its Applicant. Verification must be authorized by the consumer for the use in the normal course of business submitted by the individual to the business and, if the submitted information is incorrect, to obtain correct information, but only for the purpose of preventing fraud by, or pursuing legal remedies against, or recovering on a debt or security interest against, the individual. 18 U.S.C. § 2721 (b)(3).

2. **License to the Services.** Reseller grants to Client a non-exclusive, non-assignable, non-sublicensable license to use the Services in the United States for the purposes of Verification of Client's Applicants subject to the following limitations: Client will not use the Services (i) for any "permissible purpose" under the Fair Credit Reporting Act ("FCRA") (15 U.S.C. Sec. 1681 *et seq.*) or use any of the information it receives through the Services to take any "adverse action", as that term is defined in the FCRA; (ii) in violation of the provisions of and regulations pursuant to the Drivers Privacy Protection Act (18 U.S.C. Section 2721 *et seq.*); (iii) other than pursuant to an exception of the privacy provisions of and regulations issued pursuant to the Gramm-Leach-Bliley Act (15 U.S.C. Sec. 6801 *et seq.*); (iv) in violation of any applicable laws related to the collection and disclosure of scanned state issued identity documents; or (v) in violation of such other future legislation that IDology reasonably determines limits the use of the Services and Consumer Data.

3. **Change to Services.** IDology, directly or indirectly through Reseller, has the right to implement changes to the Services from time to time.

4. **Confidential Information.** Client acknowledges that in connection with its access and receipt of the Services, it

will, either directly or indirectly through Reseller, receive Confidential Information from, or have access to Confidential Information in the possession of, IDology, including, but not limited to, KBAs and other Consumer Data, and Trade Secrets. Client will (i) hold any such Confidential Information with at least the same level of care as it uses for its own Confidential Information of the same nature, but not less than a commercially reasonable level of care, (ii) use the Confidential Information only as reasonably necessary or appropriate in connection with its verification of Applicants, and (iii) unless otherwise required by law, not disclose such Confidential Information to any third Person, except to Client's employees or other representatives, bound by Client to these same confidentiality restrictions, as reasonably necessary in connection with Client's Verification of Applicants. Client's confidentiality obligations under this section will continue during the term of this Agreement and for two (2) years following the end of the term, except that those obligations will continue beyond that period to the extent, and so long as, the Confidential Information comprises one or more Trade Secrets.

5. **IDology IP.** IDology retains all right, title, and interest in and to the Services, IDology's databases, including all physical copies of them, and all IDology IP rights related to the Services. Client acquires no IDology IP pursuant to this Agreement. Client will not, directly or indirectly, reproduce, retransmit, republish, reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from any of the IDology IP.

6. **Access of IDology Systems.** To the extent that Reseller has provided Client certain access to IDology's systems for purposes of managing its Verification settings or other uses, Client will take reasonable steps to ensure that such access will be restricted to those of Client's employees or agents who are engaged in the Verification process and to ensure that its employees and agents will not utilize such access for personal reasons. Those steps will include limiting access to passwords, access codes, or other confidential information necessary for Client to obtain such access to those with a need-to-know in connection with the Verification process, and changing of passwords at least every ninety (90) days or sooner if an employee or agent who has utilized a password is no longer responsible for obtaining such access, or if Client suspects an unauthorized Person has learned of the password. Client immediately will notify Reseller if Client knows of or suspects unauthorized access to IDology's systems. Client will cooperate with Reseller in putting in place other reasonable access security controls recommended by Reseller or IDology.

7. **No Warranties.** NEITHER RESELLER NOR IDOLOGY GUARANTEES OR WARRANTS THE CORRECTNESS OR COMPLETENESS OF THE SERVICES OR THEIR DATABASES. THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND RESELLER CLIENT USES THE SERVICES AT ITS OWN RISK. NEITHER RESELLER NOR IDOLOGY MAKES ANY REPRESENTATION OR WARRANTY, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SUITABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, NONINFRINGEMENT, TITLE, OR WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, AND NEITHER RESELLER NOR IDOLOGY REPRESENTS OR WARRANTS THAT THE SERVICES WILL BE UNINTERRUPTED, OR ERROR-FREE, AND ALL SUCH REPRESENTATIONS OR WARRANTIES ARE EXPRESSLY DISCLAIMED. CLIENT ACKNOWLEDGES THAT RESELLER OR IDOLOGY OBTAIN CONSUMER AND OTHER DATA FROM THIRD PARTY SOURCES, WHOSE DATA IS NOT NECESSARILY COMPLETELY ACCURATE OR COMPLETE, AND THAT THEREFORE NEITHER RESELLER OR IDOLOGY CAN AND NEITHER DOES WARRANT THE ACCURACY, INTEGRITY OR COMPLETENESS OF CONSUMER OR OTHER DATA UTILIZED, STORED OR TRANSMITTED AS PART OF THE SERVICES. CLIENT ACKNOWLEDGES AND AGREES THAT THE PROVISION OF CERTAIN DATA ELEMENTS THROUGH SERVICES DEPENDS ON SUCH DATA ELEMENTS BEING PROVIDED BY THIRD PARTY DATA PROVIDERS. IDOLOGY IS NOT RESPONSIBLE FOR ANY SUCH DATA PROVIDERS AND WILL NOT BE LIABLE AS A RESULT OF THEIR FAILURE OR INABILITY TO PROVIDE SUCH DATA ELEMENTS.

8. **Limitations of Liability.** IN NO EVENT WILL RESELLER OR CLIENT, OR THEIR RESPECTIVE REPRESENTATIVES OR SUPPLIERS (INCLUDING IDOLOGY) BE LIABLE FOR (A) SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES), ARISING OUT OF OR IN ANY MANNER IN CONNECTION WITH THE SERVICES, THIS AGREEMENT, THE PERFORMANCE OR BREACH OF THIS AGREEMENT, THE SUBJECT MATTER OF THIS AGREEMENT OR CLIENT'S USE OF, OR IN INABILITY TO USE, THE SERVICES, ANY INFORMATION OR DATA PRODUCED BY THE SERVICES OR ANY OTHER INFORMATION, DATA OR MATERIALS PROVIDED TO THE OTHER, REGARDLESS OF THE FORM OF ACTION (INCLUDING STRICT LIABILITY OR NEGLIGENCE), WHETHER OR NOT THEY HAVE BEEN ADVISED, OR OTHERWISE MIGHT HAVE ANTICIPATED THE POSSIBILITY, OF SUCH DAMAGES; PROVIDED THAT THE FOREGOING LIMITATION WILL NOT APPLY IN THE CASE OF INTENTIONAL MISUSE BY CLIENT OF CONSUMER DATA OR MISAPPROPRIATION OR MISUSE OF IDOLOGY IP OR TRADE SECRETS. RESELLER'S

AGGREGATE LIABILITY FOR ANY OR ALL LOSSES OR INJURIES ARISING OUT OF ANY ACTS OR OMISSIONS UNDER THIS AGREEMENT OR RELATING TO ITS SUBJECT MATTER WILL BE LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO ALL OR PART OF THE LIABILITY.

9. **Force Majeure.** IDology will have no liability to Client for any failure or delay in the Services due to any cause beyond its reasonable control such as governmental emergency orders, judicial or governmental actions, emergency regulations, sabotage, riots, vandalism, acts of God, fires, electrical failures, major computer hardware or software failures, telecommunications failures, loss of necessary data sources, or failures of the Internet.

10. **Audits.** For so long a Client is receiving the Services, and for one (1) year after that, Client or IDology will have the right at their expense to audit, directly and through independent auditors, Client's records to ensure compliance with the license granted for the Services and compliance with this Agreement as it relates to the Services. Such audits may be conducted during normal business hours upon seventy-two (72) hours written notice of intent to audit by the auditing party. The auditing party will have the right to make and retain copies of those of Client's records as it reasonably deems necessary or appropriate in order to complete its audit, and will have the right to retain one copy of those records for its archival purposes. Except as required by law, the auditing party will treat as confidential all of Client's records, procedures and processes disclosed during the audit, provided that the auditing party will have the right to disclose those records as it deems reasonably necessary in order to enforce its rights under this Agreement.

11. **Indemnification.** To the extent that any Client agrees in this Agreement to indemnify Reseller under this Agreement, such indemnification will extend to IDology and its Representatives. Further, Client will indemnify, defend, and hold harmless IDology and its Representatives from and against any and all costs, liabilities, losses, and expenses (including, but not limited to, reasonable attorneys' fees) resulting from or arising out of any action brought by any third Person against IDology resulting from or arising out of Client's performance or failure to perform its obligations under this Agreement.

Third Party Beneficiary; No Contract Liability. IDology (and as applicable, its Representatives) will be a third party beneficiary of this Agreement, including, but not limited to, with respect to IDology's right to change the Services (Section 3), its right to enforce protection of its Confidential Information (Section 4) and the IDology IP (Section 5), compliance with the access security controls (Section 6), the disclaimers and liability limitations (Sections 7, 8, and 9), its audit rights (Section 10), and its (and its Representatives') rights to indemnification (Section 11). IDology is not a party to this Agreement, and will have no liability to Client under this Agreement or in connection with the Services. Should any arbitrator or judge determine that, notwithstanding the foregoing sentence, IDology has liability to Client relating to the Services or the subject matter of this Agreement, whether in contract or tort, or under any other theory, **IDODOLOGY'S AGGREGATE LIABILITY FOR ANY OR ALL LOSSES OR INJURIES WILL BE LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO ALL OR PART OF THE LIABILITY.**