Prove - Embedded Offering Terms and Conditions

Appendix 1 – End User Agreement Flow-Down Terms

1.   EMBEDDED OFFERING
1.1   **License Grant. Client hereby grants to End User a non-sublicensable, non-transferable, non-exclusive, revocable, restricted license to access and use the Embedded Offering set forth in an Order Form, in the Territory set forth in such Order Form, and in strict accordance with the Use Cases set forth in such Order Form and with the Agreement. Client reserves all other rights.
1.2   **License Restrictions. Except as otherwise permitted under the Agreement, End User shall not:
(i)   use the Embedded Offering outside the scope of the license in this Agreement or the Use Cases set forth in an applicable Order Form;
(ii)   share, transfer, resell, bundle, rent, distribute, sublicense, or otherwise make the Embedded Offering or authorization credentials thereof available publicly or to third parties;
(iii) reproduce, modify, sell, sublicense, or otherwise distribute the Embedded Offering as a standalone product or service;
(iv)   use the Embedded Offering to send or store infringing or unlawful material, viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, agents, or programs via the Embedded Offering ;
(v)   adapt, modify, translate, copy, disassemble, decompile, reverse engineer, create derivative works of, attempt to gain unauthorized access to, or disrupt the integrity or performance of the Embedded Offering , or make any other attempt by any means to discover or obtain the source code or proprietary information related to the Embedded Offering ;
(vi)   access the Embedded Offering for the purpose of building a competitive product or service, copying its features or user interface, or maintaining or creating a table or database of any kind using the Response Data or any derivatives of the Response Data, for the purpose of reducing the number of Transactions under this Agreement;
(vii)   use the Embedded Offering for purposes of product evaluation, benchmarking, or other comparative analysis intended for publication without Prove's prior written consent;
(viii)   use the Embedded Offering to transmit any marketing communications or any communication that would violate any applicable federal, state, or local law, court order or regulation, and any other applicable marketing rules in the relevant Territory; or
(ix)   make any representations, warranties, or guarantees related to the Embedded Offering.
1.3   **Use of Data. End User authorizes Client's vendors to collect, store, host, access, use, reproduce, and modify, during and after the Term, any and all data, inputs, responses, and other information concerning use of the Embedded Offering, excluding any End User Input Data (collectively, "**Metrics Data**") solely to: (i) bill Client for its use of the Embedded Offering; (ii) prepare reports for Client's vendors' internal use; (iii) verify Client's and End User's compliance with the terms of this Agreement; (iv) perform or enforce its obligations under any agreement; and (v) test, evaluate, develop, and enhance the Embedded Offering .
1.4   **Right to Modify the Embedded Offering. Client may, from time to time, receive a modification or enhancement to the Embedded Offering and/or the Documentation from its third party vendors, and any such modifications or enhancements provided to End User hereunder are deemed part of the Embedded Offering and/or Documentation. End User acknowledges and agrees that the provision of certain data through the Embedded Offering depends on such data being available and/or provided by Data Partners. Accordingly, the Embedded Offering may be changed from time to time by Client upon prior written notice to End User, to the extent that such notices of changes are provided by such Data Partners. Notwithstanding the foregoing, Client's vendors shall not be responsible for any such Data Partners and shall not be liable as a result of their failure or inability to provide such data.
2.   COMPLIANCE
2.1   **Compliance with Privacy and Data Protection Laws. End User and the functionality of End User's products or services incorporating the Embedded Offering shall be in compliance with all applicable laws, rules, ordinances, resolutions, requirements, mandates, regulations, and directives governing the Processing of Personal Information, and the privacy policies of End User. Furthermore, End User shall (i) follow all applicable Privacy and Data Protection Laws; and (ii) as required by such applicable Privacy and Data Protection Laws, provide adequate notice to, and/or obtain the requisite level of consent from, each Consumer prior to submitting End User Input Data (e.g., performing a Transaction on a Embedded Offering with respect to such Consumer). End User acknowledges and agrees that the language used to deliver adequate notice and/or obtain requisite consent, as well as the mechanisms used to handle these processes, shall be determined solely by End User. End User further agrees to create an electronic record of consent and store each consent record with the account record for auditing purposes for the duration of the Agreement plus for an additional five

(5) years after the termination or expiration thereof. End User shall maintain an information security policy and maintain an information security program that has appropriate administrative, technical, and physical safeguards reasonably sufficient to protect the security and confidentiality of any Embedded Offering and information provided hereunder.

3.   LIMITATIONS OF LIABILITY

3.1   CLIENT'S VENDORS SHALL NOT BE LIABLE FOR CLAIMS ARISING FROM END USER'S INTERPRETATION OR USE OF RESPONSE DATA, OR FOR DECISIONS AND ACTIONS ALLEGEDLY BASED UPON SUCH RESPONSE DATA.

3.2   NEITHER CLIENT'S VENDORS NOR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, SUBCONTRACTORS, AGENTS, SUCCESSORS AND ASSIGNS WILL BE LIABLE TO END USER (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY IN TORT, IN LAW OR EQUITY, OR OTHERWISE) FOR LOST PROFITS OR INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY.

4.   REPRESENTATIONS, WARRANTIES, AND COVENANTS.

4.1   <u>End User Representations, Warranties, and Covenants</u>. End User represents, warrants, and covenants that it shall be in compliance with the requirements of Section 1.1 (License Grant), Section 1.2 (License Restrictions), and Section 2 (COMPLIANCE).

[End of Addendum 1.

Addendum 2 follows on the next page]

ADDENDUM 2 – US MNO Terms and Conditions

1. **DEFINITIONS**
   1.1 Any capitalized terms used in this Addendum that are not defined herein shall have the meanings ascribed to them in the MSA or Order Form as applicable.
   1.2 "**MNO**" means a mobile network operator, including a virtual mobile network operator. An MNO is a Data Partner.

2. **MNO TERMS AND CONDITIONS**
   2.1 Client shall comply with this Addendum with respect to the following Solutions in the United States Territory: Prove Pre-Fill® (the "**MNO Solutions**").
   2.2 Client acknowledges that the above-listed Solutions in Section 2.1 may not be used without the Consumer's informed consent. In order for Client to use such Solutions, Client must prominently display consent language, as specifically set forth below or as modified by an MNO (which modification will be provided in writing to Client) (the "**Terms and Conditions Consent Language**"), on-screen to the Consumer, as part of Client's general terms and conditions or upon application download or update. Prior to submitting an API request to Prove, Client shall obtain the consent of each Consumer, using the methods and language described herein. Client will retain such consent for the duration of the applicable Order Form, including all renewal terms, plus for an additional five (5) years after the termination or expiration thereof. The terms of the consent must meet the requirements of the MNOs and such requirements are subject to modification by the MNOs. Prove will promptly notify Client if the MNOs' consent requirements change, in which case Client must update the consent language or consent methods, and must immediately present evidence to Prove that such changes to consent language and/or consent methods were changed as requested upon written notification from Prove in order to continue to receive the Response Data.
   2.3 Client must create an electronic record of consent and store such consent record with the account record for auditing purposes for the duration of the Order Form plus for an additional five (5) years after the termination or expiration thereof. Where required by Prove, Client must affirm consent has been obtained by sending the appropriate indicators via Prove's API, and the records relating to such mechanism and its operation must be auditable such that the specific consent language Client presented to any Consumer must be readily and clearly associated and identified with: (i) such Consumer's consent; and (ii) the date and time of such consent. Client must stop passing the consent indicator to Prove upon discontinuation of Client's business relationship with the Consumer or upon a Consumer's election to opt-out.
   2.4 If Client fails to comply with this Addendum at any time, Prove may immediately suspend or modify Client's access to the MNO Solutions until such non-compliance has been cured. For the avoidance of doubt, this suspension right shall not be a material breach under Section 10 of the MSA.
   2.5 To the extent any of MNO Solutions shall be made available to an End User pursuant to an End User Agreement, the terms and conditions of this Addendum, including the obligations placed on Client in Sections 2.2-2.4, shall also be placed upon the End User, and the required Terms and Conditions Consent Language shall apply equally to such End User, the terms of which shall be included in an End User Agreement.

Terms and Conditions Consent Language: *"You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to <Enterprise Customer or Sub-client> or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data."*

*[End of Addendum 2.
Addendum 3 follows on the next page]*

<p style="text-align:center">**ADDENDUM 3 – Prove Pre-Fill® Terms and Conditions**</p>

TERMS AND CONDITIONS

Any capitalized terms used in this Addendum that are not defined herein shall have the meanings ascribed to them in the MSA or Order Form as applicable.

For clarification, any Response Data associated with the Prove Pre-Fill® solution that is reviewed, edited, and affirmatively submitted by a Consumer via Client's form shall no longer be considered Response Data.

With respect to the Prove Pre-Fill® Solution only, Client shall not:

use the Response Data for marketing purposes (e.g., to market directly to consumers);

share the Response Data with any third party without Prove's prior written consent; or

store, transmit or access Response Data at, in, through, or from any location outside of the applicable Territory, and shall not allow access to any such Response Data to any person who is located outside of such Territory.

Client acknowledges and understands that it may be required to complete a credentialing requirements process in order to receive certain aspects of the Prove Pre-Fill® Solution.

Client shall not use the Prove Pre-Fill® Solution in any way other than as certified by Prove in accordance with Steps 12, and 16-18 of the API Based Solution Implementation Services table in Exhibit A, Section 2 of the Order Form.

Client shall either utilize a Prove Solution to perform a mobile phone possession check or demonstrate to Prove that Client has an adequate mobile phone possession check in place.

To the extent the Prove Pre-Fill® Solution shall be made available to an End User pursuant to an End User Agreement, the terms and conditions of this Addendum, except for Section 1.4 above, shall apply equally to such End User, the terms of which shall be included in an End User Agreement.

<p style="text-align:center">*[End of Addendum 3.*
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