Passthrough Terms

These terms and conditions (these "**Terms**") govern the use by the undersigned customer ("**Customer**") of Services provided by SardineAI Corp. ("**SardineAI**"), pursuant to one or more agreements (each, an "**Order**") between Customer and One, Inc. and/or its affiliates.

1.   **Definitions.**

    (a)   "**API**" means the application programming interface for sending data to or receiving data from the Services and any libraries made available to Customer for accessing the foregoing.

    (b)   "**Authorized Purpose**" means fraud and compliance purposes that are conducted by Customer in compliance with these Terms.

    (c)   "**Customer Data**" means, collectively, Provided Data and Submitted Data.

    (d)   "**Dashboard"** means the web-based user interface for Customer to access portions of the Services.

    (e)   "**Documentation**" means any user instructions, manuals, on-line help files, or other materials that are provided by SardineAI in connection with the SDK, API, or Services.

    (f)   "**Employee Users**" means Customer's employees or contractor personnel authorized by Customer to access and use the Services in connection with the Authorized Purpose.

    (g)   "**End Users**" means the individual end users of Customer's web-based platforms or mobile applications whose attributes are to be provided to the Services for purposes of performing fraud detection and identity verification.

    (h)   "**Provided Data**" means any risk scores or other data pertaining to End Users that is provided by SardineAI to Customer via the Services.

    (i)   "**SardineAI Technology**" means, collectively, the Services, API, SDK, Dashboard, Documentation, and any other services to be provided pursuant to these Terms.

    (j)   "**SDK**" means the software development kit that is capable of being embedded into and integrated with Customer's web based platforms and mobile applications.

    (k)   "**Services**" means SardineAI's proprietary technology platform and services provided hereunder.

    (l)   "**Submitted Data**" means any data pertaining to End Users that is collected by Sardine AI through the Services or submitted by Customer, Customer Data, or End Users to the Services via the SDK or API.

2.   **Services; API and SDK.**

    (a)   Services. Subject to Customer's ongoing compliance with the terms of these Terms, SardineAI hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable, internal right commencing on the service start date set forth on the applicable Order and continuing for duration of such Order (the "**Order Term**") to access and use, and allow Employee Users to access and use the Services solely for Customer's internal business purposes in connection with the Authorized Purpose subject to any limitations set forth in the Order.

    (b)   API and SDK License. Subject to Customer's ongoing compliance with the terms of these Terms, SardineAI hereby grants Customer a non-exclusive, non-transferable, non-sublicensable, internal use only license, during the period of time commencing on the service start date set forth in an Order and continuing for the duration of the applicable Order Term to: (i) integrate and embed the SDK into and make the SDK available to End Users through Customer's mobile applications and

web based platforms, and (ii) use the API to submit to and obtain information from the Services in accordance with any associated Documentation for the Authorized Purpose.

(c) <u>Professional Services.</u> SardineAI will own and retain all right, title, and interest, including all intellectual property and proprietary rights, in and to any work product or deliverables created in connection with the professional services. Nothing in these Terms or any attachment hereto shall be understood to prevent SardineAI from developing similar work product or deliverables for other customers.

3. **<u>Customer Obligations.</u>**

(a) <u>Use Restrictions.</u> Customer shall not, and will not allow Employee Users nor End Users, directly or indirectly, and shall not authorize any third party to: (i) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code, algorithms, or associated know-how of the SardineAI Technology or results provided in connection with professional services (except to the extent expressly made available to Customer by SardineAI or permitted by applicable law notwithstanding this restriction); (ii) write or develop any program based upon the SardineAI Technology or any portion of any of the foregoing, or otherwise use the SardineAI Technology in any manner for the purpose of developing, distributing or making available products or services that compete with the SardineAI Technology; (iii) sell, sublicense, transfer, assign, lease, rent, distribute, or grant a security interest in the SardineAI Technology or any rights to any of the foregoing; (iv) permit the SardineAI Technology to be accessed or used by any persons other than Employee Users and End Users accessing or using the SardineAI Technology in accordance with the Agreement; (v) alter or remove any trademarks or proprietary notices contained in or on the SardineAI Technology; (vi) circumvent or otherwise interfere with any authentication or security measures of the SardineAI Technology or otherwise interfere with or disrupt the integrity or performance of the foregoing; (vii) access or use the Services for materials or activities that are subject to the International Traffic in Arms Regulations ("**ITAR**") maintained by the United States Department of States, or in a manner that breaches or causes the breach of applicable export control laws; (viii) otherwise use the SardineAI Technology for any purpose other than the Authorized Purpose or except as expressly permitted hereunder; or (ix) use the Services or Provided Data in connection with its interactions with End Users in violation of any applicable consumer protection law or regulation. Customer acknowledges that SardineAI may, but is under no obligation to, monitor Customer's use of the Services. SardineAI may suspend Customer's, or its End Users' or an Employee User's access to the Services for any period during which Customer, or its End User or an Employee User is, or SardineAI has a reasonable basis for alleging Customer, or its End User or an Employee User is in noncompliance with the foregoing.

(b) <u>Compliance.</u> Customer shall: (i) ensure that its Employee Users' and its End Users' use of the Services complies with the Agreement, (ii) use commercially reasonable efforts to prevent and terminate any unauthorized access to or use of the Services, and (iii) promptly notify SardineAI of any unauthorized access to or use of the Services of which it becomes aware.

(c) <u>Consents and Disclosures.</u> Customer shall be solely responsible for: (i) providing any and all legally required notices and disclosures to End Users; (ii) offering all legally required choices to End Users to enable them to exercise any granted privacy rights, and (iii) for obtaining all informed consents from End Users required, to permit: (1) Customer to use the SardineAI Technology and receive the Services, including, without limitation, as described in Section 6 of these Terms; (2) Customer's provision of Submitted Data to SardineAI under the Agreement; and (3) SardineAI's use, accessing, storing, and processing of the Submitted Data in accordance with the Agreement, including without limitation, Customer's use of automated decision making ("**ADM**"), if any.

(d) <u>Integration and Deployment.</u> To the extent that the Services involve technical integrations and/or deployments of the SardineAI Technology by Customer, Customer shall conduct and maintain such integrations and/or deployments diligently and in accordance with the Documentation and any reasonable direction from SardineAI. Customer acknowledges and agrees that Customer's compliance with this section 3(d) is important for ensuring the integrity and functionality of the SardineAI Technology and the Services. In the event that Customer violates this section 3(d), SardineAI reserves the right, upon not less thirty (30) days' written notice to Customer, to suspend

Customer's, its End Employee Users', and its End Users' access to the Services until such violation is cured.

(e) <u>Permitted Purposes.</u> Customer will: (i) only use Provided Data and any results obtained from the use of the Services solely in connection with the Authorized Purpose as it relates to operating its business and (ii) not disclose Provided Data to any third party. Customer acknowledges and agrees that, notwithstanding anything to the contrary herein, SardineAI may be obligated under applicable law to erase or delete certain Customer Data from the Services.

(f) <u>Prohibited Purposes.</u> Except as otherwise agreed in writing by the Parties, Customer is prohibited from using the Services or Provided Data, in whole or in part, for the purpose of serving as a factor in establishing a person's eligibility for credit, insurance, employment, or any other purpose authorized under the Fair Credit Reporting Act, 15 U.S.C. §1681, et seq. and Regulation V ("**FCRA**") or any similar United States State statute. Customer further agrees that neither the Services nor the SardineAI Technology may be used to undertake ADM or profiling which produce potential legal affects concerning an individual or similarly affecting an individual. Specifically, in the EEA and the UK, neither the Services nor the SardineAI Technology are intended to be used for credit scoring, assessing creditworthiness, performing credit reporting or otherwise profiling an individual or opining on the financial health or legal posture of an individual unless done in a way that fully addresses the requirements of Article 22 of the General Data Protection Act ("**GDPR**"), as interpreted by applicable courts and regulatory bodies. In the United States, SardineAI is not a "credit reporting agency" or "consumer reporting agency" nor does it provide comparable services, regardless of terminology used under applicable law. Neither the Services nor Provided Data constitute a "consumer report" as those terms are defined by FCRA or other comparable statutes or regulations in an applicable jurisdiction. SardineAI makes no representation or warranty as to the credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living of any person. Customer shall not use the Services in order to take any "adverse action" as that term is defined in the FCRA and the Equal Credit Opportunity Act, 15 U.S.C. § 1691, et seq., or for a purpose that could have an adverse legal effect on an individual, however defined under applicable data and consumer protection laws. Without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Agreement (including the restrictions contained above), the Services or Provided Data for the purpose of (a) verifying or authenticating an individual's identity or (b) preventing or detecting fraud or other unlawful activity.

4. **Data Processing and Security.** Sardine and any affiliates involved in processing Customer Data, will access, use, and otherwise process any Personal Information contained therein, in accordance with the terms of the Data Processing Addendum executed concurrently herewith (the "**DPA**"). Sardine has implemented and will maintain technical, organizational, and physical safeguards to protect Personal Information as further described in the DPA.

5. **Proprietary Rights**.

(a) <u>Intellectual Property Rights.</u> Customer acknowledges that SardineAI owns and retains all rights, title, and interest, including all intellectual property rights, in and to the SardineAI Technology, including all technology, software, algorithms, user interfaces, trade secrets, techniques, designs, inventions, works of authorship, and other tangible and intangible material and information pertaining thereto or included therein, and nothing in the Agreement shall preclude or restrict SardineAI from using or exploiting any concepts, ideas, techniques or know-how of or related to the SardineAI Technology or otherwise arising in connection with SardineAI's performance under the Agreement. Other than as expressly set forth in the Agreement, no licenses or other rights in or to the SardineAI Technology are granted to Customer and all such rights are hereby expressly reserved.

(b) <u>Fraud Feedback.</u> Customer agrees to provide to SardineAI on an ongoing basis comprehensive data related to all End User outcomes that were assessed, in whole or in part, using the Services ("**Fraud Feedback**"). As used herein Fraud Feedback will include End User KYC or other onboarding process, End User transactions, assessments of End User devices, and other outcomes that are processed and/or risk assessed using the Services. Fraud Feedback is a critical

component of the Services' ability to perform risk assessments, detect and prevent fraud, validate identities, and other fraud-related activities performed by the Services. Customer shall deliver the Fraud Feedback data to SardineAI via the API endpoints designated by SardineAI, including, without limitation, SardineAI's Feedback API. Fraud Feedback shall be clearly associated with each corresponding End User event that was processed and/or risk assessed using the Services to ensure a direct linkage between the initial assessment and the ultimate outcome. Customer shall adhere to the data formats, transmission protocols, and security requirements for Fraud Feedback set forth in the Documentation, or otherwise reasonably specified by SardineAI. Customer represents and warrants that all Fraud Feedback provided to SardineAI shall be accurate, complete, and provided in a timely manner, enabling SardineAI to effectively utilize such data to provide and improve the Services.

(c) <u>Fraud Consortium; License to Customer Data.</u> Customer wishes to participate in the consortium of SardineAI customers (the "**Fraud Consortium**") that leverages data and insights contributed by consortium members to promote detection of fraudulent or potentially fraudulent activity through the Services. Accordingly, Customer grants SardineAI and its Affiliates a worldwide, non-exclusive, irrevocable, royalty-free license to use Customer Data, including, without limitation, Fraud Feedback, for a period of seven (7) years from SardineAI's receipt of each element of Customer Data, to support operation and further development the Fraud Consortium, including by sharing Customer Data with other consortium members in a manner that does not identify Customer and by Combining Customer data with other data, including data derived from third-party sources, machine learning, and artificial intelligence applications. Notwithstanding the foregoing or any other provision of this Agreement, SardineAI shall only use Customer Data in conformity with the terms of these Terms, the DPA, and all applicable laws, including laws pertaining to individual privacy and security.

(d) <u>Requests and Suggestions.</u> Customer may, from time to time, provide SardineAI with requests or suggestions for improvements to or expansions of the Services, including, without limitation new features, functionalities, or product offerings. SardineAI may use and exploit in any manner, on a worldwide, irrevocable, perpetual, royalty-free basis, any such requests or suggestions regarding the Services, provided that SardineAI shall not publicize or otherwise disclose Customer's involvement therein.

(e) <u>Compliance with Data Protection Laws.</u> The Parties agree to comply with all applicable data protection laws and regulations in relation to the collection, use, processing, storage, and transfer of personal data. Both Parties will implement necessary measures to protect the confidentiality, integrity, and security of personal data and avoid unauthorized access or use.

6. **Customer Data.** Customer acknowledges and agrees that, notwithstanding anything to the contrary herein, SardineAI may, in its sole discretion, erase or delete from the Services any Customer Data that it reasonably believes is illegal, harmful, objectionable, lewd, not related to the function of or necessary for the use of the Services, or that SardineAI determines may, as a result of SardineAI possessing such data, harm SardineAI's business or reputation.

7. **Limitation of Liability.** IN NO EVENT WILL SARDINEAI'S AGGREGATE LIABILITY AND DAMAGES ARISING OUT OF THESE TERMS EXCEED THE AMOUNTS ACTUALLY PAID BY CUSTOMER FOR THE SERVICES DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE CLAIM. THE LIMITATIONS AND DISCLAIMERS OF LIABILITY SET FORTH IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY SPECIFIED IN THESE TERMS IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE AND REGARDLESS OF THE THEORY OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, SARDINEAI AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE TO CUSTOMER WITH RESPECT TO ANY SUBJECT MATTER OF THESE TERMS OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (a) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR INFORMATION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS; (b) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, RELIANCE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES; (c)

FOR ANY MATTER BEYOND SARDINEAI'S REASONABLE CONTROL; OR (d) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED THE FEES PAID BY CUSTOMER TO CUSTOMER FOR THE SERVICES IN THE 12 MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT SARDINEAI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. **Disclaimer.** EXCEPT AS EXPRESSLY SET FORTH IN THESE TERMS, SARDINEAI HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY AND ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, LOSS OF DATA, OR ACCURACY OF RESULTS. SARDINEAI DOES NOT WARRANT THAT THE SARDINEAI TECHNOLOGY WILL BE ERROR-FREE, UNINTERRUPTED, OR COMPATIBLE WITH ANY PARTICULAR DEVICE, THAT ANY DATA PROVIDED BY OR THROUGH THE SARDINEAI TECHNOLOGY, INCLUDING PROVIDED DATA, WILL BE ACCURATE OR COMPLETE, OR, EXCEPT AS EXPRESSLY SET FORTH HEREIN, THAT SARDINEAI'S SECURITY MEASURES WILL BE SUFFICIENT TO PREVENT THIRD PARTY ACCESS TO CUSTOMER DATA. CUSTOMER ACKNOWLEDGES AND AGREES THAT (i) SARDINEAI AND THE SERVICES ONLY PROVIDE INFORMATION TO ASSIST CUSTOMER IN PERFORMING FRAUD AND ANOMALY DETECTION; (ii) SUCH INFORMATION IS NOT GUARANTEED TO BE ACCURATE OR TO SATISFY ANY LEGAL OR THIRD-PARTY STANDARD RELATING TO FRAUD AND ANOMALY DETECTION; AND (iii) CUSTOMER BEARS ALL RESPONSIBILITY, AND SARDINEAI WILL HAVE NO LIABILITY FOR DECISIONS BASED ON ANY PROVIDED DATA, OR ANY OTHER INFORMATION PROVIDED TO CUSTOMER VIA THE SERVICES OR BY SARDINEAI.

9. **General Provisions.**

    (a) Data Privacy.

    (b) Governing Law. These Terms shall be governed by and construed under the laws of the State of California without reference to conflict of laws principles. The application of the United Nations Convention on Contracts for The International Sale of Goods is expressly excluded. Subject first to Section 9(b), if a lawsuit or court proceeding is permitted under these Terms, the parties will be subject to the exclusive jurisdiction of the state and federal courts located in San Francisco County, California, and the parties hereby agree and consent to the exclusive jurisdiction and venue of such courts.

    (c) Arbitration. CUSTOMER AND SARDINEAI AGREE TO RESOLVE ALL DISPUTES ARISING UNDER OR IN CONNECTION WITH THESE TERMS THROUGH BINDING ARBITRATION. A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST SEND A WRITTEN NOTICE OF THE DISPUTE TO THE OTHER PARTY. THE PARTIES WILL USE GOOD FAITH EFFORTS TO RESOLVE THE DISPUTE DIRECTLY, BUT IF THE PARTIES DO NOT REACH AN AGREEMENT TO DO SO WITHIN 30 DAYS AFTER THE NOTICE IS RECEIVED, EITHER PARTY MAY COMMENCE AN ARBITRATION PROCEEDING. THE ARBITRATION WILL BE CONDUCTED IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AMERICAN ARBITRATION ASSOCIATION (the "**AAA RULES**"). THE ARBITRATION WILL BE CONDUCTED IN ENGLISH IN SAN FRANCISCO, CALIFORNIA, USA. IF THE PARTIES DO NOT AGREE ON AN ARBITRATOR, THE ARBITRATOR WILL BE SELECTED IN ACCORDANCE WITH THE APPLICABLE RULES OF THE AAA FOR THE APPOINTMENT OF AN ARBITRATOR. THE SELECTION OF AN ARBITRATOR UNDER THE RULES OF THE AAA WILL BE FINAL AND BINDING ON THE PARTIES. THE ARBITRATOR MUST BE INDEPENDENT OF THE PARTIES. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING ON BOTH PARTIES, AND THE ARBITRATOR MUST ISSUE A REASONED WRITTEN DECISION SUFFICIENT TO EXPLAIN THE ESSENTIAL FINDINGS AND CONCLUSIONS ON WHICH THE DECISION AND AWARD, IF ANY, ARE BASED. THE COSTS AND EXPENSES OF THE ARBITRATION WILL BE SHARED EQUALLY BY BOTH PARTIES; HOWEVER, IF THE ARBITRATOR FINDS THAT EITHER THE SUBSTANCE OF THE CLAIM OR THE RELIEF SOUGHT IN ARBITRATION IS FRIVOLOUS OR BROUGHT FOR AN IMPROPER PURPOSE (AS MEASURED BY THE STANDARDS SET FORTH IN FEDERAL RULE OF CIVIL PROCEDURE 11(b)), THEN THE PAYMENT OF ALL FEES WILL BE GOVERNED BY THE AAA RULES. NOTWITHSTANDING THE FOREGOING, THIS SECTION WILL NOT PROHIBIT EITHER PARTY FROM: (i) BRINGING AN INDIVIDUAL ACTION

IN SMALL CLAIMS COURT; (ii) SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF IN A COURT OF COMPETENT JURISDICTION; (iii) PURSUING AN ENFORCEMENT ACTION THROUGH THE APPLICABLE FEDERAL, STATE, OR LOCAL AGENCY IF THAT ACTION IS AVAILABLE; OR (iv) FILING SUIT IN A COURT OF LAW TO ADDRESS AN INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION CLAIM. IF THIS SECTION IS FOUND TO BE UNENFORCEABLE, THE PARTIES AGREE THAT THE EXCLUSIVE JURISDICTION AND VENUE DESCRIBED IN SECTION 9(a) WILL GOVERN ANY ACTION ARISING OUT OF OR RELATED TO THESE TERMS.

(d)   <u>Third Party Beneficiary.</u> SardineAI is an intended third-party beneficiary of these Terms and is entitled to enforce all provisions set forth herein.

(e)   <u>Miscellaneous.</u> If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that these Terms will otherwise remain in full force and effect and enforceable.