

Thanks for your interest in DoubleCheck TPRM. Here's the details of the offer.

Unless specified otherwise on a DoubleCheck order form, the following apply:

## **TPRM Solution Configuration, Price & Terms**

Solution: DoubleCheck TPRM

Price: \$800/month, with a 10% discount for a 1 year commitment.

Number of Users: 10 Users

Free Trial Period: 30 days

Payment Terms (after the trial period):

Option 1: \$800 Monthly in advance via credit card.

Option 1 Term: Month to Month. Cancel at any time. You will be charged through the end of the month in which you cancel.

Option 2: \$8640 Annually in advance via credit card, check or ACH.

Option 2 Term: 1 year.

General T&Cs: Per DoubleCheck Master Subscription Agreement (below)

## **DoubleCheck Master Subscription Agreement**

**THIS AGREEMENT CONSTITUTES A BINDING CONTRACT ON YOU AND GOVERNS THE USE OF AND ACCESS TO THE SERVICES BY YOU, USERS AND END-USERS WHETHER IN CONNECTION WITH A PAID OR FREE TRIAL SUBSCRIPTION TO THE SERVICES.**

**By accepting this Agreement, either by accessing or using a Service, or authorizing or permitting any User or End-User to access or use a Service, You agree to be bound by this Agreement as of the date of such access or use of the Service (the "Effective Date"). If You are entering into this Agreement on behalf of a company, organization or another legal entity (an "Entity"), You are agreeing to this Agreement for that Entity and representing to DoubleCheck that You have the**

**authority to bind such Entity and its Affiliates to this Agreement, in which case the terms “Subscriber,” “You,” “Your” or a related capitalized term herein shall refer to such Entity and its Affiliates. If You do not have such authority, or if You do not agree with this Agreement, You must not use or authorize any use of the Services.**

The purpose of this Agreement is to establish the terms and conditions under which Subscriber may purchase DoubleCheck’s Services and Consulting Services as described in an Order Form or in a Statement of Work signed by You.

In the event of any inconsistency or conflict between the terms of the Agreement and the terms of any Order Form or Statement of Work, the terms of the Order Form or Statement of Work shall control.

## **General Terms and Conditions**

### **SECTION 1. ACCESS TO THE SERVICES**

**1.1 Service.** We will make the Services and Your Service Data available to You pursuant to this Agreement and any applicable Order Form(s) and Documentation in accordance with Your Service Plan. We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except (a) during Planned Downtime (of which We will give advance notice via Our Site or to the Account owner); and (b) Force Majeure Events.

**1.2 Support.** We will, at no additional charge, provide applicable standard customer support for the Services to You as detailed on the applicable Site and Documentation, and upgraded support, if purchased.

**1.3 Modifications.** You acknowledge that DoubleCheck may modify the features and functionality of the Services during the Subscription Term. DoubleCheck shall provide You with commercially reasonable advance notice of any deprecation of any material feature or functionality.

**1.4 Additional Features.** We will notify You of applicable Supplemental Terms and/or alternate agreement prior to Your activation of any Additional Features. The activation

of any Additional Features by You in Your Account will be considered acceptance of the applicable Supplemental Terms or alternate agreement where applicable.

**1.5 Extension of Rights to Affiliates.** You may extend Your rights, benefits and protections provided herein to Your Affiliates and to contractors or service providers acting on Your or Your Affiliates' behalf, provided that You remain responsible for Your and their compliance hereunder.

## **SECTION 2. USE OF THE SERVICES**

**2.1 Login Management.** Access to and use of the Services is restricted to the specified number of individual Users permitted under Your subscription to the applicable Service. You agree and acknowledge that a User Login cannot be shared or used by more than one (1) individual. However, User Logins may be reassigned to new individuals replacing former individuals who no longer require ongoing use of the Services. You and Your Users are responsible for maintaining the confidentiality of all User Login information for Your Account. Absent a written license from DoubleCheck expressly stating otherwise, You agree and acknowledge that You may not use the Services to circumvent the requirement for an individual User Login for each individual who would, pursuant to this Agreement, require an individual User Login if utilizing the Services for such interaction. Further, Subscriber shall not use the Software in such a way to circumvent applicable Service Plan restrictions or User licensing restrictions that are enforced in the Service user interface. Should DoubleCheck discover that Your use of a DoubleCheck Service is not in compliance with this Agreement or the Service Plan features and limitations on Our Site, DoubleCheck reserves the right Terminate the Agreement for Cause and to charge You, and You hereby agree to pay for said usage in addition to other remedies available to Us.

**2.2 Compliance.** As between You and DoubleCheck, You are responsible for compliance with the provisions of this Agreement by Users and End-Users and for any and all activities that occur under Your Account, which DoubleCheck may verify from time to time. Without limiting the foregoing, You are solely responsible for ensuring that Your use of the Services is compliant with all applicable laws and regulations as well as any and all privacy policies, agreements or other obligations You may maintain or enter into with Users or End-Users.

**2.3 Content and Conduct.** In addition to complying with the other terms, conditions and restrictions set forth in this Agreement, You agree not to (a) modify, adapt, or hack the Services or otherwise attempt to gain unauthorized access to the Services or related systems or networks; (b) falsely imply any sponsorship or association with DoubleCheck or the DoubleCheck Group; (c) use the Services in any unlawful manner, including, but not limited to, violation of any person's privacy rights; (d) attempt to bypass or break any security or rate limiting mechanism on any of the Services or use the Services in any manner that interferes with or disrupts the integrity, security or performance of the Services and its components; (e) attempt to decipher, decompile, reverse engineer or otherwise discover the source code of any Software making up the Services; (f) to the extent You are subject to the US Health Insurance Portability and Accountability Act of 1996, and its implementing regulations (HIPAA), use the Services to store or transmit any "protected health information" as defined by HIPAA, unless expressly agreed to otherwise in writing by DoubleCheck; (g) use or launch any automated system that accesses a Service (i.e., bot) in a manner that sends more request messages to a Service server in a given period of time than a human can reasonably produce in the same period by using a conventional online web browser; or (h) launch or facilitate, whether intentionally or unintentionally, a denial of service attack on any of the Services or any other conduct that materially and adversely impacts the availability, reliability, or stability of the Services.

**2.4 System Requirements.** A high-speed Internet connection is required for proper transmission of the Services. You are responsible for procuring and maintaining the network connections that connect Your network to the Services, including, but not limited to, browser software that supports protocols used by DoubleCheck, including the Transport Layer Security (TLS) protocol or other protocols accepted by DoubleCheck, and to follow procedures for accessing services that support such protocols. We are not responsible for notifying You, Users or End-Users of any upgrades, fixes or enhancements to any such software or for any compromise of data, including Service Data, transmitted across computer networks or telecommunications facilities (including but not limited to the Internet) which are not owned, operated or controlled by DoubleCheck. We assume no responsibility for the reliability or performance of any connections as described in this Section.

**2.5 Internal Business Purposes Only.** Unless otherwise authorized by DoubleCheck in this Agreement or expressly agreed to otherwise in writing by DoubleCheck, You may

not use the Services in any manner where You act as a service bureau or to provide any outsourced business process services on behalf of more than one (1) third party (other than Affiliates) through a single Account. Accordingly, You agree not to license, sublicense, sell, outsource, rent, lease, transfer, assign, distribute, time-share or otherwise commercially exploit or resell the Services to any third party, other than authorized Users and End-Users in furtherance of Your internal business purposes as expressly permitted by this Agreement, unless expressly agreed to otherwise in writing by DoubleCheck.

**2.6 No Competitive Access.** You may not access the Services if You are a direct competitor of the DoubleCheck Group, except with DoubleCheck's express prior written consent. You may not access the Services for competitive purposes.

### **SECTION 3. TERM, CANCELLATION AND TERMINATION**

**3.1 Term.** Unless Your Account and subscription to a Service is terminated in accordance with the terms of this Agreement or unless otherwise provided for in an Order Form (a) Your subscription to a Service (including any and all Deployed Associated Services) will renew for a Subscription Term equivalent in length to the then expiring Subscription Term and (b) the Subscription Charges applicable to Your subsequent Subscription Term shall be Our standard Subscription Charges for the applicable Service Plan and Deployed Associated Services at the time such subsequent Subscription Term commences.

**3.2 Cancellation.** Either Party may elect to terminate Your Account and subscription to a Service as of the end of Your then current Subscription Term by providing notice, in accordance with this Agreement, no less than thirty (30) days prior to the end of such Subscription Term.

**3.3 Mutual Termination for Cause.** A Party may terminate this Agreement for cause (a) upon written notice to the other Party of a material breach if such breach remains uncured at the expiration of thirty (30) days from the date of the breaching Party's receipt of such written notice; or (b) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

If this Agreement is terminated by You in accordance with this Section, We will refund You any prepaid fees covering the remainder of the Subscription Terms of the effective date of termination.

If this Agreement is terminated by Us in accordance with this Section, You will pay any unpaid fees covering the remainder of the Subscription Term pursuant to all applicable Order Forms. In no event will Our termination for cause relieve You of Your obligation to pay any fees payable to Us for the period prior to the effective date of termination.

**3.4 Payment Upon Termination.** Except for Your termination under Section 3.3, if You terminate Your subscription to a Service or cancel Your Account prior to the end of Your then effective Subscription Term, or if We terminate or cancel Your Account pursuant to Section 3.3, in addition to any other amounts You may owe DoubleCheck, You must immediately pay any then unpaid Subscription Charges associated with the remainder of such Subscription Term.

**3.5 No Refunds.** Except for Your termination rights under Section 3.3, if You elect to terminate Your subscription to the Service or cancel Your Account prior to the end of Your then current Subscription Term, no refunds or credits for Subscription Charges or other fees or payments will be provided to You.

**3.6 Export of Service Data.** You acknowledge it is your sole responsibility to export or download your Service Data PRIOR to the effective date of termination or expiration of this Agreement, Facilities for export and download of data are provided as part of the service, as provided in the Documentation. Thereafter, We will have no obligation to maintain or provide any Service Data, and, as provided in the Documentation, We will, unless prohibited by law or legal order, delete Your Service Data in Our Services in accordance with Our Data Deletion policies

## **SECTION 4. BILLING, PLAN MODIFICATIONS AND PAYMENTS**

**4.1 Payment and Billing.** All Subscription Charges are due in full upon commencement of Your Subscription Term, or, with respect to a Deployed Associated Service, at the time such Deployed Associated Service is purchased, subscribed to or otherwise deployed, unless otherwise expressly set forth in this Agreement, an Order Form, a Statement of Work, or in Supplemental Terms, or as otherwise agreed for Usage Charges. You are responsible for providing valid and current payment information and

You agree to promptly update your Account information, including payment information, with any changes that may occur (for example, a change in Your billing address or credit card expiration date). If You fail to pay Your Subscription Charges or other charges indicated on any Order Form within five (5) business days of Our notice to You that payment is delinquent, or if You do not update payment information upon Our request, in addition to Our other remedies, We may suspend or terminate access to and use of such Service by You, Users and End-Users. Delinquent invoices (accounts in arrears) are subject to a finance charge of 1.5% per month on any outstanding balance, or the maximum permitted by law, whichever is less, plus all expenses of collection, including DoubleCheck's reasonable attorneys' fees. Customer will continue to be charged license fees during any period of suspension. If Customer or DoubleCheck initiates termination of this Agreement, Customer will be obligated to pay the balance due on its account.

**4.2 Upgrades.** If You choose to upgrade Your Service Plan or increase the number of Users authorized to access and use a Service during Your Subscription Term, any incremental Subscription Charges associated with such upgrade will be charged in accordance with the remaining Subscription Term. In any future Subscription Term, Your Subscription Charges will reflect any such upgrades.

**4.3 Downgrades.** You may not downgrade Your Service Plan or reduce the number of Users during Your Subscription Term. If You desire to downgrade Your Service Plan or reduce the number of Users under any Service Plan for a subsequent Subscription Term, You must provide DoubleCheck with thirty (30) days advance written notice prior to the end of Your then current Subscription Term. Downgrading Your Service Plan may cause loss of content, features, or capacity of the Service as available to You under Your Account, and DoubleCheck does not accept any liability for such loss.

**4.4 Taxes.** Unless otherwise stated, Our charges do not include any Taxes. You are responsible for paying Taxes except those assessable against the DoubleCheck measured by its net income. We will invoice You for such Taxes if We believe We have a legal obligation to do so and You agree to pay such Taxes if so invoiced.

**4.5 Payment User.** If You pay by credit card or certain other payment instruments, the Services provide an interface for the Account owner to change credit card information (e.g. upon card renewal). Payments made by credit card, debit card or certain other

payment instruments for the DoubleCheck Service are billed and processed by DoubleCheck's Payment User. You hereby authorize the Payment User to bill Your credit card or other payment instrument in advance on a periodic basis in accordance with the terms of the Service Plan for the Services, and for periodic Subscription Charges applicable to Deployed Associated Services to which You subscribe until Your subscription to the Services terminates, and You further agree to pay any Subscription Charges so incurred. If applicable, You hereby authorize DoubleCheck and the Payment User to charge Your credit card or other payment instrument to establish prepaid credit. The Account owner will receive a receipt upon each acceptance of payment by the Payment User, or they may obtain a receipt from within the Services to track subscription status. To the extent the Payment User is not DoubleCheck, the Payment User is acting solely as a billing and processing User for and on behalf of DoubleCheck and shall not be construed to be providing the applicable Service. The Payment User uses a third-party intermediary to manage credit card processing and this intermediary is not permitted to store, retain or use Your billing information except to process Your credit card information for the Payment User.

**4.6 Payment Portals.** If You mandate DoubleCheck use a vendor payment portal or compliance portal which charges DoubleCheck a subscription fee or a percentage of any uploaded invoice as a required cost of doing business, You shall be invoiced by DoubleCheck for, and You are obligated to pay, the cost of this fee.

## **SECTION 5. CONFIDENTIAL INFORMATION**

**5.1** Each Party will protect the other's Confidential Information from unauthorized use, access or disclosure in the same manner as each Party protects its own Confidential Information, but with no less than reasonable care. Except as otherwise expressly permitted pursuant to this Agreement, each Party may use the other Party's Confidential Information solely to exercise its respective rights and perform its respective obligations under this Agreement and shall disclose such Confidential Information (a) solely to the employees and/or non-employee service providers and contractors who have a need to know such Confidential Information and who are bound by terms of confidentiality intended to prevent the misuse of such Confidential Information; (b) as necessary to comply with an order or subpoena of any administrative agency or court of competent jurisdiction; or (c) as reasonably necessary to comply with any applicable law or regulation. The provisions of this Section 5 shall control over any non-disclosure



agreement by and between the Parties and any such non-disclosure agreement shall have no further force or effect with respect to the exchange of Confidential Information after the execution of this Agreement. To be clear, any exchange of Confidential Information prior to the execution of this Agreement shall continue to be governed by any such non-disclosure agreement.

## **SECTION 6. OWNERSHIP AND SECURITY OF SERVICE DATA**

**6.1** Ownership of Service Data. Subscriber shall retain ownership rights to all Service Data Processed under the terms of this Agreement.

**6.2** No Sale of Service Data. DoubleCheck will never sell, rent, or lease Your Service Data to any third party. We will not share Your Service Data with third parties, except as permitted by this Agreement and in order to provide, secure and support the Services.

**6.3** Safeguards. DoubleCheck will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data for Enterprise Services in accordance with the DoubleCheck Information Security Overview, which is available upon request.

## **SECTION 7. PRIVACY PRACTICES**

**7.1** Subscriber as Data Controller. To the extent Service Data constitutes Personal Data, the Parties agree that You shall be deemed to be the Data Controller, and the relevant entity in the DoubleCheck Group shall be deemed to be the Data Processor, as those terms are understood under the Applicable Data Protection Law.

**7.2** Hosting and Processing. Unless otherwise specifically agreed to in writing by DoubleCheck, Service Data may be hosted by the DoubleCheck Group, or their respective authorized third-party service providers, in the United States, the EEA or other locations around the world.

**7.3** Sub-processors. You acknowledge and agree that DoubleCheck may use Sub-processors, who may access Service Data, to provide, secure and improve the Services. We shall be responsible for the acts and omissions of members of DoubleCheck Personnel and Sub-processors to the same extent that We would be

responsible if DoubleCheck was performing the services of each DoubleCheck Personnel or Sub-processor directly under the terms of this Agreement.

**7.4 In-Product Cookies.** Whenever You, Your Users or End-Users interact with Our Services, We automatically receive and record information on Our server logs from the browser or device, which may include IP address, “cookie” information, and the type of browser and/or device being used to access the Services, as further described in DoubleCheck’s In-Product Cookie Policy. When We collect this information, We only use this data to provide the Services or in aggregate form, and not in a manner that would identify Your Users or End-Users personally.

## **SECTION 8. TEMPORARY SUSPENSION**

**8.1** We reserve the right to restrict functionalities or suspend the Services (or any part thereof), Your Account or Your and/or Users’ or End-Users’ rights to access and use the Services and remove, disable or quarantine any Service Data if (a) We reasonably believe that You, Users or End-Users have violated this Agreement; or (b) We suspect or detect any Malicious Software connected to Your Account or use of a Service by You, Users or End-Users. This right includes the removal or disablement of Service Data in accordance with Our Copyright Infringement Notice and Takedown Policy available on DoubleCheck’s Intellectual Property Website. Unless legally prohibited from doing so, We will use commercially reasonable efforts to contact You directly via email to notify You when taking any of the foregoing actions. We shall not be liable to You, Users, End-Users or any other third party for any such modification, suspension or discontinuation of Your rights to access and use the Services. Any suspected fraudulent, abusive, or illegal activity by You, Users or End-Users may be referred to law enforcement authorities at Our sole discretion.

## **SECTION 9. NON-DOUBLECHECK SERVICES**

**9.1** If You decide to enable, access or use Non-DoubleCheck Services, Your access and use of such Non-DoubleCheck Services shall be governed solely by the terms and conditions of such Non-DoubleCheck Services. DoubleCheck does not endorse, is not responsible or liable for, and makes no representations as to any aspect of such Non-DoubleCheck Services, including, without limitation, their content or the manner in which they handle, protect, manage or Process data (including Service Data), or any interaction between You and the provider of such Non-DoubleCheck Services. We

cannot guarantee the continued availability of such Non-DoubleCheck Service features, and may cease enabling access to them without entitling You to any refund, credit or other compensation, if, for example and without limitation, the provider of a Non-DoubleCheck Service ceases to make the Non-DoubleCheck Service available for interoperation with the corresponding Service in a manner acceptable to Us. You irrevocably waive any claim against DoubleCheck with respect to such Non-DoubleCheck Services. We are not liable for any damage or loss caused or alleged to be caused by or in connection with Your enablement, access or use of any such Non-DoubleCheck Services, or Your reliance on the privacy practices, data security processes or other policies of such Non-DoubleCheck Services. You may be required to register for or log into such Non-DoubleCheck Services on their respective websites. By enabling any Non-DoubleCheck Services, You are expressly permitting DoubleCheck to disclose Your login and Service Data as necessary to facilitate the use or enablement of such Non-DoubleCheck Services.

## **SECTION 10. FREE TRIALS**

**10.1** If You register for a free trial for any of the Services, We will make such Services available to You on a trial basis free of charge until the earlier of (a) the end of the free trial period for which You registered to use the applicable Service(s); (b) the start date of any subscription to such Service purchased by You for such Service(s); or (c) termination of the trial by Us in Our sole discretion. Trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding. Please review the applicable Documentation during the trial period so that You become familiar with the features and functions of the Services under applicable Service Plans before You make Your purchase. **ANY SERVICE DATA YOU ENTER INTO A SERVICE, AND ANY CONFIGURATIONS OR CUSTOMIZATIONS MADE TO A SERVICE BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICE AS COVERED BY THE TRIAL, PURCHASE THE APPLICABLE SERVICE, OR EXPORT SUCH SERVICE DATA, BEFORE THE END OF THE TRIAL PERIOD.**

## **SECTION 11. BETA SERVICES**

**11.1** From time to time, We may make Beta Services available to You at no charge. You may choose to try such Beta Services in Your sole discretion. Beta Services are intended for evaluation purposes and not for production use, are not supported, and may be subject to Supplemental Terms that will be presented to You. Beta Services are not considered “Services” under this Agreement; however, all restrictions, Our reservation of rights and Your obligations concerning the Service, and use of any Non-DoubleCheck Services shall apply equally to Your use of Beta Services. Unless otherwise stated or communicated to You, any Beta Services trial period will expire upon the date that a version of the Beta Services becomes generally available without the applicable Beta Services designation. We may discontinue Beta Services at any time in Our sole discretion and may never make them generally available. We will have no liability for any harm or damage arising out of or in connection with a Beta Service.

## **SECTION 12. INTELLECTUAL PROPERTY RIGHTS**

**12.1** DoubleCheck retains all rights, title and interest in any all of DoubleCheck Intellectual Property provided for use by the Service. The rights granted to You, Users and End-Users to use the Service(s) under this Agreement do not convey any additional rights in the Service(s) or in any Intellectual Property Rights of DoubleCheck associated therewith. Subject only to limited rights to access and use the Service(s) as expressly stated herein, all rights, title and interest in and to the Services and all hardware, Software and other components of or used to provide the Services, including all related Intellectual Property Rights, will remain with DoubleCheck and belong exclusively to DoubleCheck.

**12.2** DoubleCheck shall have a fully paid-up, royalty-free, worldwide, transferable, sub-licensable (through multiple layers), assignable, irrevocable and perpetual license to implement, use, modify, commercially exploit, incorporate into the Services or otherwise use any suggestions, enhancement requests, recommendations, derivative work, modifications, report specification, system designs or other feedback We receive from You, Users, End-Users, or other third parties acting on Your behalf. The DoubleCheck Group also reserves the right to seek intellectual property protection for any features, functionality or components that may be based on or that were initiated by suggestions, enhancement requests, recommendations or other feedback We receive from You, Users, End-Users, or other third parties acting on Your behalf.

**12.3** You may only use the DoubleCheck Marks if permission is granted in writing and provided You do not attempt, now or in the future, to claim any rights in the DoubleCheck Marks, degrade the distinctiveness of the DoubleCheck Marks, or use the DoubleCheck Marks to disparage or misrepresent DoubleCheck or Our Services.

## **SECTION 13. REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**

**13.1** Each Party represents and warrants to the other that (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of the Agreement does not and will not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

**13.2** Warranties. We warrant that during an applicable Subscription Term (a) this Agreement and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Service Data; and (b) the Services will perform materially in accordance with the applicable Documentation. For any breach of a warranty in this section, Your exclusive remedies are those described in Section 3.3 herein.

**13.3** Disclaimers. EXCEPT AS SPECIFICALLY SET FORTH IN SECTION 13.2, THE SITES AND THE SERVICES, INCLUDING ALL SERVER AND NETWORK COMPONENTS, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND TO THE FULLEST EXTENT PERMITTED BY LAW, AND WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. YOU ACKNOWLEDGE THAT WE DO NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR FREE FROM VIRUSES OR OTHER MALICIOUS SOFTWARE, AND NO INFORMATION OR ADVICE OBTAINED BY YOU FROM US OR THROUGH THE SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **SECTION 14. INDEMNIFICATION**

**14.1 Indemnification by Us.** We will indemnify, defend and hold You harmless from and against any claim brought by a third party against You by reason of Your use of a Service as permitted hereunder, alleging that such Service infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret (an "IP Claim"). We shall, at Our expense, defend such IP Claim and pay damages finally awarded against You in connection therewith, including the reasonable fees and expenses of the attorneys engaged by DoubleCheck for such defense, provided that (a) You promptly notify DoubleCheck of the threat or notice of such IP Claim; (b) We will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such IP Claim (however, We shall not settle or compromise any claim that results in liability or admission of any liability by You without Your prior written consent); and (c) You fully cooperate with DoubleCheck in connection therewith. If use of a Service by You, Users or End-Users has become, or, in Our opinion, is likely to become, the subject of any such IP Claim, We may, at Our option and expense, (i) procure for You the right to continue using the Service(s) as set forth hereunder; (ii) replace or modify a Service to make it non-infringing; or (iii) if options (i) or (ii) are not commercially reasonable or practicable as determined by DoubleCheck, terminate Your subscription to the Service(s) and repay You, on a pro-rata basis, any Subscription Charges previously paid to DoubleCheck for the corresponding unused portion of Your Subscription Term for such Service(s). We will have no liability or obligation under this Section 14.1 with respect to any IP Claim if such claim is caused in whole or in part by (x) compliance with designs, data, instructions or specifications provided by You; (y) modification of the Service(s) by anyone other than DoubleCheck or DoubleCheck Personnel; or (z) the combination, operation or use of the Service(s) with other hardware or software where a Service would not by itself be infringing. The provisions of this Section 14.1 state the sole, exclusive and entire liability of DoubleCheck to You and constitute Your sole remedy with respect to an IP Claim brought by reason of access to or use of a Service by You, Users or End-Users.

**14.2 Indemnification by You.** You will indemnify, defend and hold DoubleCheck harmless against any claim (a) arising from or related to use of a Service by You, Users or End-Users in breach of this Agreement; or (b) alleging that Your use of the Service or Your Service Data infringes or misappropriates a third party's valid patent, copyright, trademark or trade secret; provided (i) We promptly notify You of the threat or notice of such claim; (ii) You will have the sole and exclusive control and authority to select defense attorneys, and defend and/or settle any such claim (however, You shall not

settle or compromise any claim that results in liability or admission of any liability by Us without Our prior written consent); and (iii) We fully cooperate with You in connection therewith.

## **SECTION 15. LIMITATION OF LIABILITY**

**15.1** UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, NEGLIGENCE OR OTHERWISE) WILL DOUBLECHECK , OR THEIR AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, USERS, SERVICE PROVIDERS, SUPPLIERS OR LICENSORS BE LIABLE TO THE OTHER PARTY OR ANY AFFILIATE FOR ANY LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA (BEING DATA LOST IN THE COURSE OF TRANSMISSION VIA YOUR SYSTEMS OR OVER THE INTERNET THROUGH NO FAULT OF DOUBLECHECK), BUSINESS INTERRUPTION, LOSS OF GOODWILL, COSTS OF COVER OR REPLACEMENT, OR FOR ANY TYPE OF INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE LOSS OR DAMAGES, OR ANY OTHER INDIRECT LOSS OR DAMAGES INCURRED BY THE OTHER PARTY OR ANY AFFILIATE IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, REGARDLESS OF WHETHER SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF OR COULD HAVE FORESEEN SUCH DAMAGES.

**15.2** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, DOUBLECHECK'S AGGREGATE LIABILITY TO YOU, ANY AFFILIATE, OR ANY THIRD PARTY ARISING OUT OF THIS AGREEMENT, THE SERVICES OR CONSULTING SERVICES, SHALL IN NO EVENT EXCEED THE SUBSCRIPTION CHARGES AND/OR CONSULTING FEES PAID BY YOU DURING THE TWELVE (12) MONTHS PRIOR TO THE FIRST EVENT OR OCCURRENCE GIVING RISE TO SUCH LIABILITY. YOU ACKNOWLEDGE AND AGREE THAT THE ESSENTIAL PURPOSE OF THIS SECTION 15.2 IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES AND LIMIT POTENTIAL LIABILITY GIVEN THE SUBSCRIPTION CHARGES AND CONSULTING FEES, WHICH WOULD HAVE BEEN SUBSTANTIALLY HIGHER IF WE WERE TO ASSUME ANY FURTHER LIABILITY OTHER THAN AS SET FORTH HEREIN. WE HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO PROVIDE YOU WITH THE RIGHTS TO ACCESS AND USE THE SERVICES AND/OR THE CONSULTING SERVICES

PROVIDED FOR IN THIS AGREEMENT. THE LIMITATION OF LIABILITY PROVIDED FOR HEREIN WILL APPLY IN AGGREGATE TO SUBSCRIBER AND ITS AFFILIATES AND SHALL NOT BE CUMULATIVE.

THE LIMITATIONS SET FORTH IN SECTION 15.2 SHALL NOT APPLY TO CLAIMS OR DAMAGES RESULTING FROM DOUBLECHECK'S IP CLAIMS INDEMNITY OBLIGATIONS IN SECTION 14.1 OF THIS AGREEMENT.

**15.3** Some jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages or for personal injury or death, which means that some of the above limitations may not apply to You. IN THESE JURISDICTIONS, DOUBLECHECK'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

**15.4** Any claims or damages that You may have against DoubleCheck shall only be enforceable against DoubleCheck and not any other entity or its officers, directors, representatives or Users.

## **SECTION 16. THIRD-PARTY SERVICE PROVIDERS**

**16.1** Third-Party Service Providers. You agree that the DoubleCheck Group, and the third-party service providers that are utilized by the DoubleCheck Group to assist in providing the Services to You, shall have the right to access Your Account and to use, modify, reproduce, distribute, display and disclose the Personal Data of Your Users to the extent necessary to provide, secure or improve the Services. Any third-party service providers utilized by the DoubleCheck Group will only be given access to Your Account as is reasonably necessary to provide the Services and will be subject to (a) confidentiality obligations which are commercially reasonable and substantially consistent with the standards described in Section 5; and (b) their agreement to comply with the data transfer restrictions applicable to Personal Data as set forth in Section 7.

## **SECTION 17. ASSIGNMENT, ENTIRE AGREEMENT AND AMENDMENT**

**17.1** Assignment. You may not, directly or indirectly, by operation of law or otherwise, assign all or any part of this Agreement or Your rights under this Agreement or delegate performance of Your duties under this Agreement without Our prior written consent, which consent will not be unreasonably withheld. We may, without Your consent, assign



this Agreement to any member of the DoubleCheck Group or in connection with any merger or change of control of DoubleCheck or the DoubleCheck Group or the sale of all or substantially all of Our assets provided that any such successor agrees to fulfill its obligations pursuant to this Agreement. Subject to the foregoing restrictions, this Agreement will be fully binding upon, inure to the benefit of and be enforceable by the Parties and their respective successors and assigns.

**17.2 Entire Agreement.** This Agreement constitutes the entire agreement, and supersedes any and all prior agreements between You and DoubleCheck with regard to the subject matter hereof. This Agreement shall apply in lieu of the terms or conditions in any purchase order or other order documentation You or any entity which You represent provides (all such terms or conditions being null and void), and, except as expressly stated herein, there are no other agreements, representations, warranties or commitments which may be relied upon by either Party with respect to the subject matter hereof. There are no oral promises, conditions, representations, understandings, interpretations or terms of any kind between the Parties, except as may otherwise be expressly provided herein. The headings used herein are for convenience only and shall not affect the interpretation of the terms of this Agreement.

**17.3 Amendment.** We may amend this Agreement from time to time, in which case the new Agreement will supersede prior versions. We will notify You not less than ten (10) days prior to the effective date of any such amendment and Your continued use of the Services following the effective date of any such amendment may be relied upon by DoubleCheck as Your consent to any such amendment. Our failure to enforce at any time any provision of this Agreement does not constitute a waiver of that provision or of any other provision of this Agreement.

## **SECTION 18. SEVERABILITY**

**18.1** If any provision in this Agreement is held by a court of competent jurisdiction to be unenforceable, such provision shall be modified by the court and interpreted so as to best accomplish the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

## **SECTION 19. EXPORT COMPLIANCE AND USE RESTRICTIONS**

**19.1** The Services and other DoubleCheck technology, and derivatives thereof, may be subject to export controls and economic sanctions laws and regulations of the United States and other jurisdictions. Subscriber agrees to comply with all such laws and regulations as they relate to access to the Services and other DoubleCheck technology. Subscriber represents that they are not named on any U.S. government restricted-party list, will not permit any User or End-User to access or use any Service in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Syria or Crimea), and will not permit the Service to be used for any prohibited end use (e.g., nuclear, chemical, or biological weapons proliferation, or missile-development purposes).

## **SECTION 20. RELATIONSHIP OF THE PARTIES**

**20.1** The Parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the Parties.

## **SECTION 21. NOTICE**

**21.1** All notices provided by DoubleCheck to You under this Agreement may be delivered in writing by (a) nationally recognized overnight delivery service (“Courier”) or U.S. mail to the contact mailing address provided by You on any Order Form; or (b) electronic mail to the electronic mail address provided for Your Account owner. You must give notice to DoubleCheck in writing by Courier or U.S. mail to 101 Gibraltar Dr, Suite 101, Morris Plains, NJ 07950 U.S.A. Attn: Legal Department. All notices shall be deemed to have been given immediately upon delivery by electronic mail; or, if otherwise delivered upon the earlier of receipt or two (2) business days after being deposited in the mail or with a Courier as permitted above.

## **SECTION 22. GOVERNING LAW**

**22.1** This Agreement shall be governed by the laws of the State of New Jersey, without reference to conflict of laws principles. Any disputes under this Agreement shall be resolved in a court of general jurisdiction in New Jersey. You hereby expressly agree to submit to the exclusive personal jurisdiction of this jurisdiction for the purpose of resolving any dispute relating to this Agreement or access to or use of the Services by You, Users or End-Users.

## **SECTION 23. ANTI-CORRUPTION**

**23.1** You agree that You have not received or been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any of Our employees or Users in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Our Legal Department at [legal@DoubleCheck.com](mailto:legal@DoubleCheck.com).

## **SECTION 24. SURVIVAL**

**24.1** Sections 2.1, 3.5, 3.6, 4.4, 5 – 7, 12 – 22 and 25 shall survive any termination of this Agreement with respect to use of the Services by You, Users or End-Users. Termination of this Agreement shall not limit a Party's liability for obligations accrued as of or prior to such termination or for any breach of this Agreement.

## **SECTION 25. DEFINITIONS**

**25.1** When used in this Agreement with the initial letters capitalized, in addition to the terms defined elsewhere in this Agreement, the following terms have the following meanings:

“Account” means any accounts or instances created by or on behalf of Subscriber or its Affiliates within the Services.

“Additional Feature(s)” means additional features or functionality are available or enabled through the Service, but do not form part of the Service. Additional Features also include third party services that are purchased and/or subscribed to via an Order Form and that are identified as being resold by DoubleCheck and governed by such third party's alternate agreement. Additional Features are purchased or enabled separately and distinctly from Your Service Plan and Deployed Associated Services.

“Affiliate” means, with respect to a Party, any entity that directly or indirectly controls, is controlled by, or is under common control with such Party, whereby “control” (including, with correlative meaning, the terms “controlled by” and “under common control”) means the possession, directly or indirectly, of the power to direct, or cause the direction of the

management and policies of such person, whether through the ownership of voting securities, by contract, or otherwise.

“User” means an individual (including those of Your Affiliates) authorized to use the Service(s) through Your Account as an User and/or administrator, each as identified through an individual User Login.

“User Login” means a unique username and associated password provisioned to an identifiable individual to permit them to access the Services.

“Agreement” means the Master Subscription Agreement together with any and all Supplemental Terms, Order Forms, and other documents such as a SOW, BAA, CCPA Addendum and DPA (each, where applicable) along with the DoubleCheck Privacy Policy located on DoubleCheck’s Customers and Partners Website.

“API” means the application programming interfaces developed, made available and enabled by DoubleCheck that permit Subscribers to access certain functionality provided by the Services, including, without limitation, the REST API that enables the interaction with the Services automatically through HTTP requests and the application development API that enables the integration of the Services with other web applications.

“Applicable Data Protection Law” means the following data protection law(s): (a) the EU Regulation 2016/679 entitled “On the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation or GDPR)” and any applicable national laws made under it; and (b) the Swiss Federal Act of 19 June 1992 on Data Protection (as may be amended or superseded).

“Associated Services” means products, services, features and functionality designed to be used in conjunction with the Services that are not included in the Service Plan to which You subscribe. For avoidance of doubt, Additional Features that are expressly stated to be governed by separate Supplemental Terms shall not be deemed an Associated Service. Where You have purchased, deployed, or subscribed to an Associated Service, such Associated Service is referred to as a “Deployed Associated Service.”

“Beta Services” means a product, service or functionality provided by DoubleCheck that may be made available to You to try at Your option at no additional charge which is clearly designated as beta, pilot, limited release, non-production, early access, evaluation or by a similar description.

“Confidential Business Information” means all Confidential Information that is not Service Data, including, without limitation, Your Users’ Personal Data and Account information, which DoubleCheck may store in its systems separate from the Service and Our security policies and procedures.

“Confidential Information” means all information disclosed by one Party to the other Party which is in tangible form and designated as confidential or is information, regardless of form, which a reasonable person would understand to be confidential given the nature of the information and circumstances of disclosure, including, but not limited to, the terms of this Agreement, Subscriber Service Data and Confidential Business Information. Notwithstanding the foregoing, Confidential Information shall not include information that (a) was already known to the receiving Party at the time of disclosure by the disclosing Party; (b) was or is obtained by the receiving Party from a third party not known by the receiving Party to be under an obligation of confidentiality with respect to such information; (c) is or becomes generally available to the public other than by violation of this Agreement or another valid agreement between the Parties; or (d) was or is independently developed by the receiving Party without the use of the disclosing Party’s Confidential Information.

“Consulting Services” means consulting and professional services (including any training, success and implementation services) provided by DoubleCheck Personnel as indicated on an Order Form or other written document such as a SOW.

“Documentation” means any written or electronic documentation, images, video, text or sounds specifying the functionalities of the Services or describing Service Plans, as applicable, provided or made available by DoubleCheck to You in the applicable DoubleCheck help center(s), Site or DoubleCheck developer website (<https://developer.DoubleCheck.com/>); provided, however, that Documentation shall specifically exclude any “community moderated” forums as provided or accessible through such knowledge base(s).

“End-User” means any person or entity other than Subscriber or Users with whom Subscriber, its Users, or its End-Users interact while using a Service.

“Enterprise Services” means any Service not designated on DoubleCheck’s documentation for a specific product or service.

“Force Majeure Event” means any circumstances beyond Our reasonable control, including, but not limited to, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving Our employees), Internet service provider failure or delay, Non-DoubleCheck Services, or acts undertaken by third parties, including without limitation, denial of service attack.

“Intellectual Property Rights” means any and all respective patents, inventions, copyrights, trademarks, domain names, trade secrets, know-how and any other intellectual property and/or proprietary rights.

“Malicious Software” means any viruses, malware, Trojan horses, time bombs, or any other similar harmful software.

“Non-DoubleCheck Services” means third party products, applications, services, software, networks, systems, directories, websites, databases and information which a Service links to, or which You may connect to or enable in conjunction with a Service, including, without limitation, Non-DoubleCheck Services which may be integrated directly into Your Account by You or at Your direction.

“Order Form” means Our generated service order form(s) or online ordering document or process completed, executed or approved by You with respect to Your subscription to a Service, which may detail, among other things, the number of Users authorized to use a Service under Your subscription and the Service Plan applicable to Your subscription.

“Payment User” means DoubleCheck LLC or a payment User designated by DoubleCheck.

“Personal Data” means any information relating to an identified or identifiable natural person (‘data subject’) where an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as name, an

identification number, location data, an online identifier or to one or more factors specific to their physical, physiological, mental, economic, cultural or social identity of that natural person.

“Personnel” means employees and/or non-employee service providers and contractors of the DoubleCheck Group engaged by the DoubleCheck Group in connection with performance hereunder.

“Planned Downtime” means planned downtime for upgrades and maintenance to the Services scheduled in advance of such upgrades and maintenance.

“Privacy Policy” means DoubleCheck’s privacy policy, available upon request.

“Processing/to Process/Processed” means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

“Service(s)” means the products and services that are ordered by You online through a link or via an Order Form referencing this Agreement, whether on a trial or paid basis, and whether Enterprise Services or Innovation Services, and made available online by Us, via the applicable subscriber login link and other web pages designated by Us, including, individually and collectively, the applicable Software, updates, API, Documentation, and all Deployed Associated Services that are provided under this Agreement. “Services” exclude (a) Non-DoubleCheck Services as that term is defined in this Agreement; and (b) any Additional Features or Associated Services that are not provided under this Agreement or Your Service Plan. From time to time, the names and descriptions of the Services or any individual Service may be changed. To the extent Subscriber is given access to such Service as so described by virtue of a prior Order Form or other prior acceptance of this Agreement, this Agreement shall be deemed to apply to such Service as newly named or described.

“Service Data” means a subset of Confidential Information comprised of electronic data, text, messages, communications or other materials submitted to and stored within a Service by You, Users and End-Users in connection with Your use of such Service,

which may include, without limitation, Personal Data (but shall not include the Personal Data of Your Users in the context of Account Information as described in the Privacy Policy).

“Service Data Breach” means an unauthorized access or improper disclosure that has been verified to have affected Your Service Data.

“Service Plan(s)” means the packaged service plan(s) and the functionality and services associated therewith (as detailed on the Site applicable to the Service) for the Services.

“Site” means a website operated by the DoubleCheck Group, including [www.DoubleCheck.com](http://www.DoubleCheck.com), as well as all other websites that the DoubleCheck Group operates (but shall not include the Services).

“Software” means software provided by DoubleCheck (either by download or access through the internet) that allows Users or End-Users to use any functionality in connection with the applicable Service.

“Sub-processor” means any third-party data processor engaged by DoubleCheck, including entities from the DoubleCheck Group, that receives Service Data from DoubleCheck for Processing on behalf of Subscriber and in accordance with Subscriber’s instructions (as communicated by DoubleCheck) and the terms of its written subcontract.

“Subscription Charges” means all charges associated with Your access to and use of an Account.

“Subscription Term” means the period during which You have agreed to subscribe to a Service with respect to any individual User.

“Supplemental Terms” means the additional terms and conditions that are (a) set forth below in this Agreement in the sections entitled, “Supplemental Terms”; (b) included or incorporated on an Order Form via hyperlink or other reference (e.g. when a Deployed Associated Service is purchased); (c) applicable to Consulting Services when purchased by You; (d) applicable to Additional Features when activated by You; and (e) DoubleCheck’s Service-Specific Terms.



“Taxes” means taxes, levies, duties or similar governmental assessments, including value-added, sales, use or withholding taxes assessable by any local, state, provincial or foreign jurisdiction.

“Usage Charges” means additional Subscription Charges that are incurred by Subscriber relating to the use of certain features and functionality that Subscriber enables within the Service.

“Usage Data” means metrics and information regarding Your use of the Service, including evaluating how Users and End-Users use the Service.

“We,” “Us” or “Our” means DoubleCheck as defined below.

“DoubleCheck” means Double Check LLC., New Jersey limited liability corporation, or any of its successors or assignees.

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