

WIRESECURE STANDARD TERMS SERVICES AGREEMENT

This WireSecure Standard Terms Services Agreement (“WST”) may be incorporated into one or more orders referencing these WST (each an “Order”. Each Order, together with these WST, shall form a separate agreement (this “Agreement”), by and between the Person identified on the Order (“Customer”) and WireSecure, applicable to the proprietary solution and/or services identified on the Order (the “Services”), as such Solution may be modified, revised and updated from time to time. Only Customer and WireSecure that execute the Order will be liable for the obligations under that Order. Each Order will specify its effective date (“Order Effective Date”). The parties hereby agree as follows:

1. ACCESS RIGHTS; RESTRICTIONS

1.1 **Access.** Subject to the Customer's compliance with the terms and conditions of this Agreement, WireSecure hereby agrees that during the applicable “Subscription Term” defined in an order form or pricing schedule entered into under this Agreement (each, an “Order”), the Customer has the non-exclusive right to: (i) use and access the WireSecure services as further described in such Order, (ii) use the Services to establish “Secure User Communities” by providing access rights to Customer-designated end users (individuals or businesses) (the “End Users”) and use End User information and data provided through the Services (collectively, the “End User Data”) for the purposes of validating End Users’ identity and financial accounts, as further set forth in the applicable Order Form.

1.2 **Restrictions.** Customer will not, and will not enable or assist any third-party to: (i) attempt to reverse engineer (except as permitted by law), decompile, disassemble, or otherwise attempt to discover the source code, object code, or underlying structure, ideas, or algorithms of the Services; (ii) modify, translate, or create derivative works based on the Services; (iii) make the Services or End User Data (or any derivative work thereof) available to, or use the Services or End User Data (or any derivative work thereof) for the benefit of anyone other than Customer or End Users; (iv) sell, resell, license, sublicense, distribute, rent or lease any Services or End User Data to any third-party, or include any Services or End User Data (or any derivative work thereof) in a service bureau, time-sharing, or equivalent offering; (v) publicly disseminate information from any source regarding the performance of the Services; or (vi) attempt to create a substitute or similar service through use of, or access to, the Services or End User Data. Customer will use the Services and End User Data only in compliance with (a) the rights granted hereunder, (b) the WireSecure Documentation, and (c) any agreements between Customer and End Users including Customer’s privacy policy. Notwithstanding anything to the contrary, the Customer accepts and assumes all responsibility for complying with all applicable laws and regulations in connection with all of Customer’s activities involving any Services or End User Data. In addition, Customer acknowledges and agrees that WireSecure is neither a “consumer reporting agency” nor a “furnisher” of information to consumer reporting agencies under the Fair Credit Reporting Act (“FCRA”) and the WireSecure Services that validate and verify End User identities or financial account are not a “consumer report” under the FCRA and cannot be used as or in such manner. Customer represents and warrants that it will not, and will not permit or enable any third-party to, use the Services (including End User Data) as part of a “consumer report” as that term is defined in the FCRA or otherwise use the Services (including End User Data) such that the Services (including End User Data) would be deemed “consumer reports” under the FCRA.

1.3 **Ownership.** Except for the rights expressly granted under this Section 1, WireSecure reserves and retains all right, title, and interest in and to the Services which includes but is not limited to the any related output derived from the End User Data (except for raw End User Data, which belongs to the End User), software, products, deliverables, and other intellectual property created, used, or provided by WireSecure for the purposes of this Agreement. To the extent the Customer provides WireSecure with any feedback relating to the Services (including, without limitation, feedback related to usability, performance, interactivity, bug reports and test results) (“Feedback”), WireSecure will own all right, title and interest in and to such Feedback (and the Customer hereby makes all assignments necessary to achieve such ownership).

1.4 **Privacy and Authorizations.** The Parties have implemented and will maintain commercially reasonable information security policies and safeguards, which include technical and organizational measures, designed to preserve the security, integrity, and confidentiality of the End User Data and to protect it against unauthorized access and information security threats.

1.5 **Authorized Users.** Customer may permit only its designated employees, their agents and representatives to use and access the Services on Customer’s behalf (“Authorized Users”), provided that Customer remains responsible for their compliance with all of the terms and conditions of the Agreement and that any such use of the Services is for the sole benefit of Customer.

1.6 **Support.** During the Subscription Term, Customer is entitled to receive technical support services from trained WireSecure personnel (“Support”). WireSecure will use commercially reasonable efforts to make the purchased Subscription Services available with minimal downtime 24 hours a day, 7 days a week; except for any unavailability caused by circumstances beyond WireSecure’s reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, Internet service provider failures or delays, or the unavailability or modification by third parties.

1.7 **Professional Services.** WireSecure may agree to perform configuration, implementation, consulting, training or advisory services (referred to herein as “Professional Services”) for the benefit of Customer, subject to a negotiated statement of work (“SOW”) defining the scope, timeline, Service fees payable and other variables or specifications related to the performance of such Professional Services. Any changes to a SOW shall be set forth in a duly executed change order (“Change Order”). WireSecure shall be under no obligation to perform Professional Services without a SOW or to modify its performance in the absence of a Change Order.

2. SERVICE FEES

Customer will pay WireSecure for the Services as set forth in each Order entered into under this Agreement (the “**Service Fees**”). Unless otherwise specified in an Order, Service Fees must be paid within thirty (30) days from Customer’s receipt of WireSecure’s invoice. Unpaid invoices are subject to a finance charge of 1.5% per month or the maximum permitted by law, whichever is lower. The Customer will be responsible for all (i) taxes associated with Services other than taxes based on WireSecure’s net income and (ii) WireSecure’s costs of collection in the event of the Customer’s delinquent payment. All Service Fees made are non-refundable, non-cancellable, and not subject to set-off.

3. TERM; TERMINATION

3.1 **Term of Agreement.** This Agreement will commence on the Effective Date and will continue in effect unless terminated in accordance with this Agreement (the “**Term**”). On the effective date of termination of this Agreement, all issued Orders under the Agreement will also terminate unless otherwise agreed by WireSecure and the Customer.

3.2 **Term of Orders.** Unless otherwise specified in the Order, (i) each Order will have a term of 12 months (each a “**Subscription Term**”) commencing on the applicable dates defined in the Order; (ii) after the initial Subscription Term, each Order will automatically renew for additional one (1) year periods (each a “**Renewal Subscription Term**”) unless either party provides the other party with at least thirty (30) days’ written notice prior to the end of the then applicable Subscription Term; and (iii) WireSecure may revise its Service rates for the following each Renewal Subscription Term by providing Customer with at least sixty (60) days’ written notice prior to the end of the then-current Renewal Subscription Term.

3.3 **Termination.**

(i) **For Cause.** Either party may terminate this Agreement and any applicable Order in the event the other party materially breaches the terms of this Agreement or any Order and fails to cure such breach within thirty (30) days from receipt of written notice thereof. In addition, WireSecure may immediately suspend the Services in the event it determines or believes that (a) there is unauthorized access to the Services from Customer’s account, (b) continued provision of the Services may do material harm to WireSecure or to the Services or subject WireSecure to liability, or (c) Customer materially breached Sections 1 or 2 of this Agreement. For clarity, notice of termination for an Order Form shall not be construed as a notice of termination of this Agreement or for any other active Order.

(ii) **For Convenience.** If there are no active Orders, either party may terminate this Agreement for any reason and without cause upon at least thirty (30) days’ prior written notice to the other party.

(iii) **Effect of Termination.** Upon termination of an Order, all rights granted to Customer with respect to such Order will terminate and Customer will make no further use of the terminated Services or Documentation (copies of which will be immediately returned to WireSecure or destroyed, at WireSecure’s direction). But for Section 1.1 with respect to any terminated Order, all provisions of this Agreement will remain in force in the event of any Order’s or this Agreement’s termination.

4. CONFIDENTIALITY

During the Term of this Agreement, each party (a “**Disclosing Party**”) may disclose, under this Agreement, the other party (a “**Receiving Party**”) with confidential and/or proprietary materials and information of the other party (“**Confidential Information**”). All materials and information disclosed by Disclosing Party to Receiving Party under this Agreement and identified at the time of disclosure as “Confidential” or bearing a similar legend, and all such other information that the Receiving Party reasonably should have known was the Confidential Information of the Disclosing Party, will be considered Confidential Information; for the avoidance of doubt, the Services, all pricing information and terms of this Agreement, are Confidential Information of WireSecure. Receiving Party will maintain the confidentiality of the Confidential Information and will not disclose such information to any third-party without the prior written consent of Disclosing Party. Receiving Party will only use the Confidential Information internally for the purposes contemplated under this Agreement. The obligations in this Section 4 will not apply to any information that: (i) is made generally available to the public without breach of this Agreement, (ii) is disclosed to Receiving Party by a third-party without restriction, or (iii) was in the Receiving Party’s lawful possession prior to the disclosure to the Receiving Party and was not obtained by the Receiving Party either directly or indirectly from the Disclosing Party; or (iv) is developed by or for the Receiving Party independently without use of or reference to the Disclosing Party’s Confidential Information. Receiving Party may disclose Confidential Information as required by law or court order; provided that, Receiving Party provides Disclosing Party with prompt written notice thereof, if legally permitted, and permits the Disclosing Party the opportunity to limit disclosure. At any time upon Disclosing Party’s request, Receiving Party will return to Disclosing Party all Disclosing Party’s Confidential Information in its possession, including, without limitation, all copies and extracts thereof. Notwithstanding the foregoing, (a) Receiving Party may disclose Confidential Information to any third-party to the limited extent necessary to exercise its rights, or perform its obligations, under this Agreement, or to any prospective acquirer of Receiving Party; provided that, all such third parties are bound in writing by obligations of confidentiality and non-use at least as protective of the Disclosing Party’s Confidential Information as this Agreement and (b) all Feedback will be solely WireSecure’s “Confidential Information.”

5. INDEMNITY

Customer will defend, indemnify and hold WireSecure harmless from and against all third-party claims, actions, proceedings, investigations, damages, losses, judgments, fines, settlements, costs and expenses (including attorneys’ fees), arising from or in connection with: (i) any

dispute Customer has with any End User in connection with use of the Services; (ii) Customer breach of any laws or regulations (including with respect to data privacy); (iii) Customer's or any Authorized User's use of the Services; and (iv) WireSecure's use of End User Data.

6. WARRANTY; DISCLAIMER

WireSecure warrants that i) the Services as delivered by WireSecure shall conform in all material respects with WireSecure's then current Documentation; and ii) the Professional Services will be performed in a competent, professional and workmanlike manner consistent with industry standards and practices. THE SERVICES AND PROFESSIONAL SERVICES ARE OTHERWISE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMITTED BY LAW, AND NEITHER WIRESECURE NOR ITS AFFILIATES, SUPPLIERS OR PARTNERS MAKE ANY ADDITIONAL WARRANTY OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, OR ANY WARRANTY THAT THE SERVICES AND PROFESSIONAL SERVICES ARE FREE FROM DEFECTS, OR WILL BE AVAILABLE AT ALL TIMES. WIRESECURE DOES NOT MAKE ANY WARRANTY AS TO THE SERVICE RESULTS PRODUCED BY ITS USE OF END USER DATA.

7. LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, NEITHER WIRESECURE NOR ITS AFFILIATES, SUPPLIERS, OR PARTNER WILL BE LIABLE UNDER THIS AGREEMENT FOR ANY: (A) INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES; (B) LOSS, ERROR, OR INTERRUPTION OF USE OR DATA (IN EACH CASE, WHETHER DIRECT OR INDIRECT); OR (C) COST OF COVER OR LOSS OF BUSINESS, REVENUES, OR PROFITS (IN EACH CASE WHETHER DIRECT OR INDIRECT), EVEN IF THE PARTY KNEW OR SHOULD HAVE KNOWN THAT SUCH DAMAGES WERE POSSIBLE AND EVEN IF A REMEDY FAILS OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, WIRESECURE'S AGGREGATE LIABILITY IN CONNECTION WITH EACH ORDER FORM (INCLUDING ALL LIABILITY UNDER THIS AGREEMENT THAT ARISES AS A RESULT OF SUCH ORDER FORM) WILL NOT EXCEED THE AMOUNT PAID OR PAYABLE BY CLIENT TO WIRESECURE DURING THE TWLEVE (12) MONTH PERIOD IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO LIABILITY.

8. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable or transferable by Customer except with WireSecure's prior written consent; provided, however, that Customer may, upon prior written notice to WireSecure, transfer and assign its rights and obligations under this Agreement to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets to which this Agreement relates. If such a transfer or assignment is made in favor of a direct competitor of WireSecure, then WireSecure may terminate this Agreement upon written notice to Customer. WireSecure may freely assign this Agreement.

This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. No agency, partnership, joint venture, or employment is created as a result of this Agreement. WireSecure's notice address is as follows: WireSecure Inc., 287 Park Avenue South, New York, NY 10010, Attn: Legal; with a copy (which does not constitute notice) to legal@WireSecure.com. Any notices in connection with this Agreement will be in writing and sent by first class mail, confirmed facsimile or major commercial overnight delivery courier service to the address specified above (or such other address as may be properly specified by written notice hereunder). Any delay in or failure of performance by either party under this Agreement (e.g. a force majeure event) will not be considered a breach of this Agreement and will be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to, acts of God, power outages, pandemics, governmental actions and requirements, and the acts and omissions of WireSecure's key partners and suppliers.

During the Term of this Agreement, (a) WireSecure may disclose that Customer is a WireSecure customer to third parties; and (b) WireSecure may include on and in WireSecure's website, case studies, marketing materials, Customer's testimonials, and other feedback regarding the Services, name, website URL, use case, and logo, other marks, and marketing activities subject to Customer's authorization. This Agreement will be governed by the laws of the State of New York, without regard to the conflict of law provisions thereof. The application of 1980 United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. With respect to all disputes arising in relation to this Agreement, the parties consent to exclusive jurisdiction and venue in the state and Federal courts located in the Borough of Manhattan, New York City, New York.