



**MASTER SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT
BY AND BETWEEN
TRACKLIGHT, INC. AND [CUSTOMER]**

This Master Software as a Service (SaaS) Subscription Agreement (“Agreement”) is made effective as of the date set forth in the Order (“Effective Date”) by and between TrackLight, Inc., a Delaware corporation having offices at 4370 Town Center Blvd suite 300, El Dorado Hills, CA 95762 (“TrackLight”) and the Ordering Activity under GSA Schedule contracts identified in the Order (“Customer”).

1. Definitions

- a. “Confidential Information” has the meaning (generally and as to each Party) as set forth in Section 6 of this Agreement.
- b. “Implementation Plan” means the plan developed by TrackLight and approved by Customer that identifies the tasks and timeline required to implement the TrackLight Solution defined in 1.f below) as configured and/or modified for Customer.
- c. “Order” means a document attached to and made a part of this Agreement (the form of which is attached to this Agreement as Exhibit A) that sets forth the Term, describes the TrackLight Solution and the overall scope of Subscription Services to be delivered, fees and payments, Customer responsibilities, and such other terms as the parties may mutually agree.
- d. “Subscription Services” means those ongoing maintenance, upgrade, and update Subscription Services for the TrackLight Solution as may be configured and/or modified for a Customer.
- e. “Third-Party Data” means that data provided to TrackLight by a third-party data provider which data is included in the TrackLight Solution provided to Customer in accordance with an Order and is subject to the terms and conditions set forth in Exhibit B.
- f. “TrackLight Solution” means those components of TrackLight’s SaaS fraud detection and prevention product consisting of Due Diligence and Monitoring, Fraud, Waste, and Abuse (FWA) Analytics, Social Network Analysis, and Fraud LLM and Efficiency eXpert (FLEX™), inclusive of related documentation, Third-Party Data, and related Subscription Services as set forth in an Order.

2. Subscription Rights

TrackLight hereby grants Customer, solely and to the extent described in an Order, a subscription to use the TrackLight Solution, including Third-Party Data for the term and limited to the functionality all set forth in an Order.

3. Invoicing and Payment

- a. Payment of Fees. TrackLight or its authorized reseller as applicable will invoice Customer for the fees in accordance with the payment schedule as set forth in an Order. Except for the fees agreed to in an applicable Order in accordance with the GSA Schedule Pricelist no other amounts will be charged by TrackLight or payable by Customer unless mutually agreed in writing. All payments are due within thirty (30) days of the date of the invoice receipt date.
- b. Invoices. The invoice date will not be earlier than the date on which TrackLight is entitled to payment under the applicable Order. Fees for the subscription will be invoiced monthly, unless



otherwise specified in the applicable Order. All other fees (e.g., implementation fees) will be invoiced as set forth in the applicable Order in accordance with the GSA Schedule Pricelist.

- c. Taxes. TrackLight shall state separately on invoices taxes excluded from the fees, and the Customer agrees either to pay the amount of the taxes (based on the current value of the equipment) or provide evidence necessary to sustain an exemption, in accordance with 552.212-4(k).

4. Term and Termination

- a. Agreement. The initial term of this Agreement (the "Initial Term") will begin on the Effective Date and will end one(1) year thereafter ("Initial Term") unless earlier terminated in accordance with this Agreement; provided however, that the Initial Term will be extended to the last completion date of any Order(s) then in effect if such Order(s) have specified a term longer than the Term stated above. Following the Initial Term of this Agreement, this Agreement may be renewed upon mutual written agreement of the Parties.
- b. Orders. Each Order will begin as of the commencement date and extend for the term all as set forth in the applicable Order.
- c. Termination for Cause. When the End User is an instrumentality of the U.S., recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, TrackLight shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.
- d. Reserved.

5. Security

- a. General. TrackLight will implement reasonable security measures to prevent unauthorized access to the TrackLight Solution, Subscription Services, Customer data, and other Customer information and content under TrackLight's control. Such measures include, where appropriate, use of updated firewalls, virus screening software, logon identification and passwords, encryption, intrusion detection systems, logging of incidents, periodic reporting, and prompt application of current security patches, virus definitions and other updates. TrackLight will notify Customer within 24 hours of the discovery or reasonable belief that there has been an unauthorized exposure, access, disclosure compromise or loss of sensitive or confidential information ("Security Incident"). TrackLight will cooperate with Customer in any investigation of any Security Incident and will provide Customer with any copies of reports of TrackLight's investigation into, or remedial efforts with respect to any Security Incident.
- b. Limited Access. To the extent made accessible to TrackLight, TrackLight will limit access to Customer data to those of its employees, contractors, and/or subcontractors that have an actual need to access such data for purposes of providing the Subscription Services. Prior to gaining access to Customer data, TrackLight will require all employees, contractors, and subcontractors to execute Confidentiality Agreements that protect Customer data with at least the same degree of care that TrackLight would use to protect its own data of a similar nature and that of its other customers.
- c. Access to Customer Systems. If TrackLight is given access, whether on-site or through remote facilities, to any Customer computer or electronic data storage system, in order for TrackLight and Customer to perform any obligations under this Agreement, TrackLight will limit access and use



solely as necessary to perform its obligations and will not attempt to access any computer system, electronic file, software or other electronic Subscription Services other than those specifically required to perform the obligations. TrackLight will limit such access to those of its personnel with an express requirement to have such access in connection with this Agreement and/or Order. Any information obtained by TrackLight as a result of TrackLight's access to, and use of, Customer computer and electronic storage systems will be deemed to be and will be treated as Confidential information. TrackLight will cooperate with Customer in the investigation of any apparent unauthorized access by TrackLight to Customer's computer or electronic data storage systems or unauthorized release of Confidential information.

6. Confidentiality

- a. **Definition.** "Confidential information" means the data, business, projects, operations, finances, activities, affairs, ideas, research, development, products, technology, technology architecture, business models, business plans, business processes, marketing and sales plans, proposals, techniques, generated outputs, and intellectual property of a Party ("Disclosing Party") and provided to the other Party ("Receiving Party.") The TrackLight Solution is deemed to be TrackLight's proprietary, confidential, and trade secret information whether or how it is marked. Customer data received as a result of an Order remains the confidential and proprietary information of the Customer and will only be used by TrackLight as necessary to complete the scope of work described in an Order.
- b. **Exclusions.** Confidential information will not include any information that the Receiving Party can demonstrate: (i) was in the public domain at the time of disclosure; (ii) was published or otherwise became part of the public domain after disclosure through no fault of the Receiving Party; (iii) was previously disclosed to the Receiving Party without a breach of duty owed to the Disclosing Party by a third-party who had a lawful right to such information; or (iv) was independently developed by the Receiving Party without reference to Confidential information of the Disclosing Party.
- c. **Disclosures Required by Law.** In addition, either Party may disclose Confidential information to the extent disclosure is based on the good faith opinion of such Party's legal counsel that disclosure is required by law or by order of a court or governmental agency; provided that, the Receiving Party will give prompt notice to the Disclosing Party, use all commercially reasonable efforts to maintain the confidentiality of the Confidential information, and cooperate with the owner of such Confidential information, in efforts to protect the confidentiality of such Confidential information by an appropriate protective order. The owner of such Confidential information reserves the right to obtain a protective order or otherwise protect the confidentiality of such Confidential information. Each Party is responsible for its own costs with respect to the performance of its obligations under this Section. Either Party may disclose the existence of this Agreement and the terms of this Agreement to the extent required to enforce its terms or the rights of such Party hereunder or to comply with its legal obligations (but in the event either Party files this Agreement or portions thereof with any public agency it will, to the extent allowable by law, redact sensitive portions hereof, to the mutual written agreement of the other Party, which agreement will not be unreasonably withheld or delayed). TrackLight recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552, which may require that certain information be released, despite being characterized as "confidential" by the vendor.



- d. General Obligations. Each Party agrees to hold the Confidential information of the other Party in strict confidence, to use such information only for the purpose of performing its obligations under this Agreement, and to make no disclosure of such information except as authorized in accordance with the terms of this Agreement. To the extent a Party may be exposed to the confidential information of a third party, the Parties agree to afford such third-party confidential information the same protections afforded to a Party's Confidential Information as described in this Section 6. A Party may disclose Confidential information to its personnel and the personnel of its subcontractors who have an absolute need to know such Confidential information in order to fulfill its obligations under this Agreement and who have previously executed a written confidentiality agreement imposing confidentiality obligations no less restrictive than those applicable hereunder. In addition, either Party may disclose Confidential information of the other Party to third party professional advisors (including accountants, auditors, attorneys, financial or other advisors) which are acting solely for the Party's benefit and on such Party's behalf, provided: (i) such professional advisors have previously executed a written confidentiality agreement imposing confidentiality obligations no less restrictive than those applicable hereunder; (ii) such professional advisors have a need to know such information in order to provide advice or Subscription Services to the Disclosing Party and agree to use the Disclosing Party's Confidential information solely for the purpose of providing such advice or Subscription Services; and (iii) such professional advisors agree not to disclose the Confidential information to any other party without the Disclosing Party's prior written consent. Each Party will be primarily responsible and liable for any confidentiality breaches by its personnel and the personnel of its subcontractors. Each Party will immediately advise the other Party of any actual or potential violation of the terms of this Section 8 and will reasonably cooperate with the Disclosing Party in limiting further unauthorized disclosures.
- e. Destruction of Confidential information. Except for as other required by Federal law, Promptly following written notice upon expiration or termination of the Agreement and/or of an Order (with regard to the Confidential information disclosed under the Agreement and/or Order, as the case may be) the Receiving Party will destroy within 45 days, all (or, if the Disclosing Party so requests, any part) of the Confidential information, and all copies, summaries and redactions thereof and other materials containing such Confidential information, including deletion from such Party's files and systems and the Receiving Party will certify in writing its compliance with the foregoing. Notwithstanding the foregoing, each Party may, subject to the obligations of confidentiality as described in this Section 6, retain (i) one (1) copy of the other Party's Confidential information for archival purposes only, but such retained Confidential information will only be accessed by the retaining Party on a limited need basis to, for example, defend a claim by the other Party or for auditing purposes, and (ii) reasonable archival records of payments, invoices and similar information for tax compliance, regulatory compliance, accounting, audit or similar purposes but only for the period of time required by this Agreement or applicable law; in each instance, all such retained Confidential information will remain the Confidential information of the Disclosing Party and will be subject to all of the restrictions contained in this Agreement.
- f. Reserved.

7. Intellectual Property Ownership and License Grant



TrackLight Materials. The Parties acknowledge that the TrackLight Solution represents TrackLight's proprietary and trade secret information, including all intellectual property rights within. As between the parties, TrackLight owns all rights, title, and interest in and to the TrackLight Solution, except for any Third-Party Data which is acknowledged to be the property of the applicable Third-Party Data provider and which Third -Party Data is governed by the terms and conditions set forth in Exhibit B to this Agreement. Subject to the provisions of this Agreement, TrackLight hereby grants Customer a limited (during the term of this Agreement), revocable (to the extent of termination rights in this Agreement), royalty-free (subject to all payment obligations set forth in this Agreement, including all Orders), fully paid-up, non-transferable, non-exclusive, license to use the TrackLight Solution within the United States to the extent necessary to allow Customer the full enjoyment of the TrackLight Subscription Services solely in a manner consistent with their intended use as set forth in this Agreement and Order(s) provided they are fully paid for by Customer in accordance with this Agreement and only during the term of this Agreement. TrackLight will own all modifications, improvement, enhancements, derivative works, additional modules or features made to the TrackLight Solution (collectively "Modifications"), whether or not such Modifications were made by TrackLight on the basis of any feedback, ideas, suggestions, or information provided by Customer. Notwithstanding anything contained in this Section 7 to the contrary,

8. Representations and Warranties of TrackLight.

TrackLight represents and warrants the following to Customer:

- a. Organization; Due Authorization. TrackLight is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware. Buyer has full right, power, authority and capacity to enter into and perform the obligations contemplated by this Agreement. This Agreement has been duly executed and delivered and constitutes a legal, valid and binding agreement of TrackLight, enforceable against TrackLight in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency or other similar laws affecting the enforcement of creditors' rights generally, and subject to rules of law governing specific performance, injunctive relief and other equitable remedies.
- b. Warranty of Non-Infringement. TrackLight expressly warrants that it has the right and authority to enter into this Agreement and to provide Customer access to the TrackLight Solution in accordance with the terms hereof. TrackLight expressly warrants that it is not aware of any claim that the TrackLight Solution infringes on the rights of any third party in the United States. TrackLight will, at its expense, defend any suit or claim brought against Customer in the United States, and will indemnify Customer against an award of damages and costs against Customer by a final court judgment based on a claim that Customer's use of the TrackLight Solution infringes a third-party's United States patent or copyright or other intellectual property right if Customer (a) notifies TrackLight in writing of the suit or claim within a reasonable time after Customer receives notice; (b) gives TrackLight sole authority to defend or settle the suit or claim; (c) gives TrackLight all information in Customer's control concerning the suit or claim; and (d) reasonably cooperates and assists TrackLight with defense or settlement of the suit or claim. Customer will have the right, at its expense, to be represented by counsel of its own choosing. If the TrackLight Solution becomes or in TrackLight's opinion is likely to become the subject of a suit or claim of infringement of a patent or copyright, TrackLight will, at its option and expense, (a) obtain the right for Customer to continue to access the TrackLight Solution through the Subscription Service; (b)



replace or modify the TrackLight Solution so that it becomes non-infringing; or (c) if TrackLight is not reasonably able to do either (a) or (b), terminate this Agreement, including the Orders. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

9. Disclaimer of Warranties

TrackLight warrants that the TrackLight Solution will, for a period of sixty (60) days from the date of your receipt, perform substantially in accordance with TrackLight Solution written materials accompanying it. EXCEPT AS EXPRESSLY SET FORTH IN THE FOREGOING, EXCEPT FOR THE EXPRESS WARRANTIES MADE OR REFERENCED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

10. Survival

The representations and warranties of TrackLight contained in or made pursuant to this Agreement will survive the execution and delivery of this Agreement regardless of any investigation made by any party or information known about any breach known to any party prior to the Effective Date and will continue in full force and effect. All representations and warranties, including information disclosed in Exhibits, Orders, and attachments to and made in this Agreement will continue to be true and correct at and as of the Effective Date. If any party hereto learns of a representation or warranty being or becoming untrue, such party will promptly give notice to the other party. Each representation and warranty contained in this Agreement is independent of all other representations and warranties contained herein (whether or not covering an identical or a related subject matter) and must be independently and separately complied with and satisfied. Exceptions or qualifications to any representations or warranties contained herein will not be construed as exceptions or qualifications to any other representation or warranty.

In addition, Sections 6,7, 8.b, 11, and 12 will survive the execution and delivery of this Agreement.

11. Limitation of Liability

- a. No Consequential Damages. In no event will either Party be liable to the other or to any third party, whether in contract, tort (including negligence), warranty or otherwise, for any indirect, incidental, special, consequential, exemplary or punitive damages (including, without limitation, loss of profits) arising out of or relating to this Agreement, even if such Party has been advised of the possibility of such damages.
- b. Limit on Direct Damages. In no event will either Party's aggregate liability exceed the total amounts paid and payable by Customer to TrackLight in a twelve (12) month period under the Order giving rise to the claim.
- c. The foregoing limitation of liability shall not apply to (1) personal injury or death resulting from Licensor's negligence; (2) for fraud; or (3) for any other matter for which liability cannot be excluded by law.

12. Miscellaneous



- a. Additional Terms for Third Party Data. Attached hereto, and made a part hereof as Exhibit B, are terms and conditions that are required by certain of TrackLight's third party data providers. Such terms and conditions are applicable to the third party data identified in Exhibit B.
- b. Amendments and Waivers. Any term of this Agreement may be amended or waived with the written consent of TrackLight and Customer (or with respect to each, such party's respective successor or assign). Any amendment or waiver affected in accordance with this Section 12.a will be binding upon each of the parties hereto and their respective successors and assigns.
- c. No Assignment; Successors and Assigns. Neither party may assign, transfer, or delegate any continuing obligations under this Agreement (by operation of law or otherwise) without the prior written consent of the other Party, which will not be unreasonably withheld or delayed. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the Parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.
- d. Governing Law. This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto will be governed, construed, and interpreted in accordance with the Federal laws of the United States of America.
- e. Reserved.
- f. Reserved.
- g. Economic Sanctions Laws. Customer acknowledges that TrackLight is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, Customer shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. Customer shall not provide access to TrackLight Subscription Services to any individuals identified on OFAC's list of Specially Designated Nationals, the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. Customer shall not take any action which would place TrackLight in a position of non-compliance with any such economic sanctions laws.
- h. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one instrument.
- i. Titles and Subtitles. The titles and subtitles used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- j. Notices. Any notice required or permitted by this Agreement will be in writing and will be deemed sufficient upon receipt, when delivered personally or by courier, overnight delivery service or confirmed email transmission, or forty-eight (48) hours after being deposited in the regular mail as certified or registered mail with postage prepaid, if such notice is addressed to the party to be notified at such party's address, or as subsequently modified by written notice.

If to TrackLight:
Attn: Greg Loos, CEO
Email: greg.loos@tracklight.ai

If to Customer
Attn:



Email:

- k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith, in order to maintain the economic position enjoyed by each party as closely as possible to that under the provision rendered unenforceable. In the event the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision will be excluded from this Agreement, (ii) the balance of the Agreement will be interpreted as if such provision were so excluded and (iii) the balance of the Agreement will be enforceable in accordance with its terms.
- l. Force Majeure. In accordance with GSAR Clause 552.212-4(f), The parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, and explosions.
- m. Publicity. Subject to the mutual prior written consent of the specific content of press releases and promotional/marketing materials, each party may use the other's name and trademarks on the party's websites and in proposal documents to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71. Neither party will use trademarks of the other party in violation of any applicable law or in connection with any unlawful topic or material.
- n. Order of Precedence. Any inconsistency in the provisions of this Agreement will be resolved by giving precedence in the following order: (1) Orders, (2) Exhibit B as to Third-Party Data Providers (3) any Amendment to the Agreement, (4) the Agreement, and (5) any other document incorporated by express reference as part of the Agreement
- o. Entire Agreement. This Agreement is the product of the parties hereto and constitutes the entire agreement between such parties pertaining to the subject matter hereof and merges all prior negotiations and drafts of the parties regarding the Subscription Services and access to the TrackLight Solution contemplated by this Agreement. This Agreement supersedes all other written or oral agreements existing between the Parties with respect to such transactions.
- p. Incorporation By Reference. All exhibits and Orders attached to and otherwise made are part hereof are deemed incorporated into this Agreement by reference.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first set forth above.

[Customer Name]

TrackLight, Inc.

By: _____
[Printed Name, Title]

By: _____
Greg Loos, CEO



**EXHIBIT A
TO
MASTER SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT
BY AND BETWEEN
TRACKLIGHT, INC. AND [CUSTOMER] ("AGREEMENT")

FORM OF ORDER**

This Order is made pursuant to the Agreement dated effective as of _____, 202_ by and between TrackLight, Inc. and _____ ("Customer").

- 1. Term**
- 2. TrackLight Solution Components included in Subscription Services**
- 3. Subscription Services to be Performed by TrackLight**
- 4. Fees and Payment Terms**
- 5. Customer Responsibilities**
- 6. Assumptions**
- 7. Additional Terms**



**EXHIBIT B
TO
MASTER SOFTWARE AS A SERVICE SUBSCRIPTION AGREEMENT
BY AND BETWEEN
TRACKLIGHT, INC. AND [CUSTOMER] ("AGREEMENT")
DATED EFFECTIVE AS OF _____, 20__**

DATA PROVIDER TERMS AND CONDITIONS

The terms and conditions of this Exhibit B to the Agreement applies solely to TrackLight's Third-Party Data provider(s) identified in an Order. Customer will comply with applicable law in its use and dissemination of the Third-Party Data provided as part of the TrackLight Solution and certifies and covenants that it will comply with the uses and restrictions on uses set forth in this Exhibit B to the Master Subscription Agreement executed by TrackLight and Customer for the TrackLight Solution and Subscription Services as such terms are defined in the Agreement.

1. **RESTRICTED LICENSE.** TrackLight hereby grants to Customer a restricted license to use the TrackLight Subscription Services, and any data contained therein, subject to the restrictions and limitations set forth below:

(i) **Generally.** TrackLight hereby grants to Customer a restricted license to use the TrackLight Subscription Services solely for Customer's own internal business purposes. Customer represents and warrants that all of Customer's use of the TrackLight Subscription Services shall be for only legitimate business purposes, including those specified by Customer in connection with a specific information request, relating to its business and as otherwise governed by the Agreement. Customer shall not use the TrackLight Subscription Services for marketing purposes or resell or broker the TrackLight Subscription Services to any third party and shall not use the TrackLight Subscription Services for personal (non-business) purposes. Customer shall not use the TrackLight Subscription Services to provide data processing Subscription Services to third parties or evaluate the data of or for third parties. Customer agrees that if TrackLight determines or reasonably suspects that continued provision of TrackLight Subscription Services to Customer entails a potential security risk, or that Customer is engaging in marketing activities, reselling, brokering or processing or evaluating the data of or for third-parties, or using the TrackLight Subscription Services for personal (non-business) purposes or using the TrackLight Subscription Services' information, programs, computer applications, or data, or is otherwise violating any provision of this Agreement, or any of the laws, regulations, or rules described herein, TrackLight may take immediate action, including, without limitation, terminating the delivery of, and the license to use, the TrackLight Subscription Services. Customer shall not access the TrackLight Subscription Services from Internet Protocol addresses located outside of the United States and its territories without TrackLight's prior written consent. Customer may not use the TrackLight Subscription Services to create a competing product. Customer shall comply with all laws, regulations and rules which govern the use of the TrackLight Subscription Services and information provided therein. TrackLight may at any time mask or cease to provide Customer access to any TrackLight



Subscription Services or portions thereof which TrackLight may deem, in TrackLight's sole discretion, to be sensitive or restricted information.

(ii) **GLBA Data and Permissible Uses.** Some of the information contained in the TrackLight Subscription Services is "nonpublic personal information," as defined in the Gramm-Leach-Bliley Act (15 U.S.C. § 6801, et seq.) and related state laws, (collectively, the "GLBA"), and is regulated by the GLBA ("GLBA Data"). Customer shall not obtain and/or use GLBA Data through the TrackLight Subscription Services, in any manner that would violate the GLBA, or any similar state or local laws, regulations and rules. Customer certifies with respect to GLBA Data received through the TrackLight Subscription Services that it complies with the Interagency Standards for Safeguarding Customer Information issued pursuant to the GLBA.

The GLBA requires financial institutions, credit-reporting agencies, and other parties to protect personal financial information of customers and restricts disclosure of such information to non-affiliated third parties. The TrackLight Solution may contain information governed by GLBA. While other uses for information may be allowable under the GLBA, the sole purpose for which access to Third Party Data is permitted is to protect against or prevent actual or potential fraud, unauthorized transactions, claims, or other liability.

Customer may not and will not use Third-Party Data information, in whole or in part, to determine a consumer's eligibility for credit, for employment, or for tenant screening, nor for any other purpose for which Customer might properly obtain a consumer report, except in connection with collection of a debt. If adverse action is to be taken against the subject of a search and the basis for such adverse action is information obtained or derived from information, Customer must verify such information from another source before taking such adverse action.

(iii) **Access to and Use of Death Data.** Access to the Death Master File as issued by the Social Security Administration requires an entity to have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). The National Technical Information Service has issued the Interim Final Rule for temporary certification permitting access to the Death Master File ("DMF"). Pursuant to Section 203 of the Bipartisan Budget Act of 2013 and 15 C.F.R. § 1110.102, access to the DMF is restricted to only those entities that have a legitimate fraud prevention interest or a legitimate business purpose pursuant to a law, governmental rule regulation, or fiduciary duty, as such business purposes are interpreted under 15 C.F.R. § 1110.102(a)(1). To that end, while other uses for information may be allowable under the DMF, the sole purpose for which access to Third Party Data is permitted is to detect and prevent fraud and/or to confirm identities across its commercial business and/or government activities.

(iv) **Copyrighted and Trademarked Materials.** Customer shall not remove or obscure any trademarks, copyright notices or other notices contained on materials accessed through the TrackLight Subscription Services.



(v) **Additional Terms.** Certain materials contained within the TrackLight Subscription Services are subject to additional obligations and restrictions. Without limitation, these Subscription Services include news, business information (e.g., Dun & Bradstreet reports), and federal legislative and regulatory materials. To the extent that Customer receives such materials through the TrackLight Subscription Services any additional terms and conditions applicable to such data will be incorporated into this Exhibit B by reference made in the applicable Order.

(vi) **Fair Credit Reporting Act.** The TrackLight Subscription Services provided pursuant to this Agreement are not provided by “consumer reporting agencies,” as that term is defined in the Fair Credit Reporting Act, (15 U.S.C. §1681, et seq.), (the “FCRA”), and do not constitute “consumer reports” as that term is defined in the FCRA. Accordingly, the TrackLight Subscription Services may not be used in whole or in part as a factor in determining eligibility for credit, insurance, employment or another purpose in connection with which a consumer report may be used under the FCRA. Further, (A) Customer certifies that it will not use any of the information it receives through the TrackLight Subscription Services to determine, in whole or in part an individual’s eligibility for any of the following products, Subscription Services or transactions: (1) credit or insurance to be used primarily for personal, family or household purposes; (2) employment purposes; (3) a license or other benefit granted by a government agency; or (4) any other product, service or transaction in connection with which a consumer report may be used under the FCRA or any similar state statute, including without limitation apartment rental, check-cashing, or the opening of a deposit or transaction account; (B) by way of clarification, without limiting the foregoing, Customer may use, except as otherwise prohibited or limited by this Agreement, information received through the TrackLight Subscription Services for the following purposes: (1) to verify or authenticate an individual’s identity; (2) to prevent or detect fraud or other unlawful activity; (3) to locate an individual; (4) to review the status of a legal proceeding; (5) to collect a debt, provided that such debt collection does not constitute in whole or in part, a determination of an individual consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes; or (6) to determine whether to buy or sell consumer debt or a portfolio of consumer debt in a commercial secondary market transaction, provided that such determination does not constitute in whole or in part, a determination of an individual consumer’s eligibility for credit or insurance to be used primarily for personal, family or household purposes; (C) specifically, if Customer is using the TrackLight Subscription Services in connection with collection of a consumer debt on its own behalf, or on behalf of a third-party, Customer shall not use the TrackLight Subscription Services: (1) to revoke consumer credit; (2) to accelerate, set or change repayment terms; or (3) for the purpose of determining a consumer’s eligibility for any repayment plan; provided, however, that Customer may, consistent with the certification and limitations set forth in this section (viii), use the TrackLight Subscription Services for identifying, locating, or contacting a consumer in connection with the collection of a consumer’s debt or for prioritizing collection activities; and (D) Customer shall not use any of the information it receives through the TrackLight Subscription Services to take any “adverse action,” as that term is defined in the FCRA.



(vii) **Retention of Records.** For uses of GLBA Data as described in Section 1(ii), Customer shall maintain for a period of five (5) years a complete and accurate record (including consumer identity, purpose and, if applicable, consumer authorization) pertaining to every access to such data.

2 **AUDIT.** Customer understands and agrees that, in order to ensure compliance with the FCRA, GLBA, and other similar state or federal laws, regulations or rules, regulatory agency requirements, this Agreement, and TrackLight's obligations under its contracts with its data providers, TrackLight may conduct periodic reviews of Customer's use of the TrackLight Subscription Services and may, upon reasonable notice, audit Customer's records, processes and procedures related to Customer's use, storage and disposal of TrackLight Subscription Services and information received therefrom in accordance with Government and Ordering Activity Security requirements. Customer agrees to cooperate fully with any and all audits and to respond to any such audit inquiry within ten (10) business days, unless an expedited response is required. Violations discovered in any review and/or audit by TrackLight will be subject to action including, but not limited to, temporary suspension or termination of the license to use the TrackLight Subscription Services, reactivation fees, legal action, and/or referral to federal or state regulatory agencies in accordance with the Contracts Disputes Act.

3. **CUSTOMER CHANGES/CREDIT REPORT.** Customer acknowledges and understands that TrackLight will only allow Customer access to the TrackLight Subscription Services if Customer's credentials can be verified in accordance with TrackLight's internal credentialing procedures as required by its Third-Party Data providers. Customer shall promptly notify TrackLight of any changes to the information on Customer's Application for the TrackLight Subscription Services, and, if at any time Customer no longer meets TrackLight's criteria for providing such service, TrackLight may terminate Customer's access to the data for which credentialing procedures are required.