SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement (this "**Agreement**") sets forth the terms and conditions applicable to the Services purchased through an Order (as defined below) and constitutes the agreement by and between Mark43, Inc. ("Mark43"), and the subscriber purchasing the SaaS Services identified in the Order Form (as defined below) and accessing or using Mark43's Services ("Subscriber"). For the avoidance of doubt, this Agreement applies only to Services purchased through a GSA Schedule Contract. By executing an Order for use of the Services, Subscriber is accepting and agreeing to be bound by and to comply with all terms and conditions of this Agreement.

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. DEFINITIONS.

1.1 "**Affiliate**" means, with respect to any entity, any other entity who, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. The term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract or otherwise.

1.2 "**Affiliated Agency**" means any government agency to which Subscriber is legally or contractually permitted to share certain Subscriber Data and/or access to an Application.

1.3 "**Applicable Law(s)**" means, with respect to any party, any foreign, federal, state or local law, including, without limitation, statutes, regulations, ordinances, and similar authorities, applicable to such party's performance hereunder.

1.4 "**Applications**" means the object code versions of Mark43's software applications for which Subscriber is purchasing subscriptions under an Order, as described in each Order Form, and all Updates made available by Mark43 to Subscriber under this Agreement.

1.5 "**Authorized Users**" means employees of Subscriber and any Affiliated Agency who are authorized to access and use the Applications on Subscriber's behalf in accordance with the applicable security designation(s), pursuant to which full or limited access to the applicable Applications may be granted.

1.6 "**Documentation**" means the documentation regarding the functionality and use of the Applications made available to Subscriber by Mark43, including the technical requirements described at https://mark43.com/tech-requirements, which technical requirements may be updated from time to time upon reasonable advance written notice (email acceptable) to Subscriber.

1.7 **"Go Live"** means the date of cutover to each respective Mark43 Application.

1.8 **"Interface Software**" means the object code version of any interface software made available by Mark43 to Subscriber under this Agreement for download and installation in connection with Subscriber's use of the Applications with its own systems.

1.9 "**Intellectual Property Rights**" means all intellectual and industrial property rights, whether now existing or existing in the future, including (a) all patent rights, including any rights in pending patent applications and any related rights; (b) all copyrights and other related rights throughout the world in works of authorship, including all registrations and applications therefor; (c) all trademarks, service marks, trade dress or other proprietary trade designations, including all registrations and applications therefor (c) all rights throughout the world to proprietary know-how, trade secrets and other confidential information, whether arising by law or pursuant to any contractual obligation of non-disclosure; and (e) all other rights covering industrial or intellectual property recognized in any jurisdiction.

1.10 "**Mark43 Integrated Application**" means a third-party product, service, database, or application, other than Subscriber Integrated Applications, that is incorporated in, integrated with, accessed through, or used to host the SaaS Services.

1.11 "**Mark43 Integrated Application Data**" means all data, information, content and other materials provided or made available by a Mark43 Integrated Application.

1.12 "**Mark43 Materials**" means, collectively, the Website, Applications, SaaS Services, Updates, Documentation, Interface Software, Work Product, Mark43 Integrated Applications, and Mark43 Integrated Application Data.

1.13 "**Order**" means a purchase order, order form, or similar document issued pursuant to the GSA Schedule contract identified therein.

1.14 **"Order Form"** means each Mark43 order form agreed to and executed by a duly authorized representative of each of Mark43 and Subscriber that references this Agreement and that identifies the Applications and/or Professional Services ordered by Subscriber and the fees to be paid by Subscriber thereunder. An Order Form may include a Statement of Work. Each Order Form is incorporated into and subject to the terms of this Agreement.

1.15 "**Professional Services**" means any implementation, training, project management, consulting and other services (outside the scope of the Support Services) that are described in a Statement of Work.

1.16 "**SaaS Services**" means Mark43's provision of the Applications to Subscriber on a software-as-a-service basis for remote access use by Subscriber and its Authorized Users.

1.17 **"Services**" means, collectively, the SaaS Services, Support Services, and any Professional Services.

1.18 **"Statement of Work**" means a written description of the Professional Services ordered by Subscriber that is agreed to and executed by a duly authorized representative of each of Mark43 and Subscriber and that references this Agreement. Each Statement of Work is incorporated into and subject to the terms of this Agreement.

1.19 "**Subscriber Data**" means (a) all data, information, content and other materials transmitted by Subscriber or any Authorized User to the Applications, (b) all Subscriber Integrated Application Data, and (c) all Subscriber-specific output resulting from Subscriber's and its Authorized Users' use of the Applications that is displayed to Subscriber on the Applications, excluding in all cases Third-Party Data, data owned, provided, or made available by Mark43, and data imported by Mark43 from third-party software at Subscriber's request for data migration purposes.

1.20 "**Subscriber Integrated Application"** means a third-party product, service, database, or application set forth on an Order Form that will be installed, linked or enabled by or on behalf of Subscriber for use in connection with the SaaS Services (e.g. NCIC).

1.21 "**Subscriber Integrated Application Data**" means all data, information, content and other materials provided or made available by a Subscriber Integrated Application.

1.22 "**Subscriber Integrated Application Provider**" means the third party who provides or makes available the applicable Subscriber Integrated Application, which may include other vendors, Affiliated Agencies, state agencies and local agencies.

1.23 "**Support Services**" means the support services provided by or on behalf of Mark43 with respect to Subscriber's use of the Applications and the service level agreement, as described at https://mark43.com/support-services/, which is attached hereto and incorporated herein by this reference, and which may be updated from time to time by Mark43, provided such updates do not materially degrade Mark43's support offering.

1.24 **"Third-Party Data"** means any data, information, content and other materials made available by any third party, including Subscriber Integrated Application Data and Mark43 Integrated Application Data.

1.25 "**Updates**" means any and all new releases, new versions, modifications, enhancements, patches and other updates for the Applications that Mark43 makes generally available without additional charge to its other subscribers to such Applications.

1.26 "**Website**" means any internet website through which Mark43 provides the SaaS Services under this Agreement.

1.27 "**Work Product**" means all materials, software, tools, data, inventions, works of authorship and other innovations of any kind that Mark43, or personnel working for or through Mark43, may make, conceive, develop or reduce to practice, alone or jointly with others, in the course of performing Professional Services or as a result of such Professional Services, whether or not eligible for patent, copyright, trademark, trade secret or other legal protection, including any customizations or configurations to the Applications or Interface Software.

2. PROVISION OF THE SERVICES AND SOFTWARE.

2.1 **SaaS Services**. Subject to the terms of this Agreement, and during the Term, Mark43 hereby grants to Subscriber a non-exclusive, non-transferable (except as permitted by Section 11.2), non-sublicensable (a) right to access and use, and to permit Authorized Users to access and use solely

for the benefit of Subscriber and its Affiliated Agencies, the Applications, and (b) license to download and install on Subscriber's servers, and use in connection with Subscriber's use of the Applications hereunder, any Interface Software, in each case of (a) and (b), solely in furtherance of Subscriber's legitimate internal business purposes and in accordance with this Agreement and the Documentation. Mark43 will be responsible for hosting the Website and the Applications, and Subscriber and its Authorized Users will be responsible for obtaining internet connections and other third-party software, hardware and services necessary for them to access the Website through the internet, including as set forth in the Documentation. Subscriber will be responsible to Mark43 for each Authorized User's compliance with the restrictions on use and other terms and conditions of this Agreement and for each Authorized User's acts and omissions in connection with their use of the SaaS Services.

2.2 **Professional Services**. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the Professional Services agreed to by Subscriber and Mark43 and set forth in a Statement of Work. To the extent any Professional Services involve the development of any Work Product, all Intellectual Property Rights to such Work Product will be solely owned by Mark43, will be deemed to be included in the definition of SaaS Services and will be provided to Subscriber on the terms set forth herein.

2.3 **Access to Documentation**. Mark43 will provide Subscriber via the Website or other means with access to the Documentation, as may be updated from time to time. Subscriber may print copies of, use, and permit its Authorized Users to use, the Documentation solely in connection with the use of the SaaS Services.

2.4 **Support Services**. Subject to the terms and conditions of this Agreement, Mark43 will provide to Subscriber the Support Services.

2.5 **Restrictions on Use.** Except as expressly permitted in this Agreement or the Documentation, Subscriber and its Authorized Users will not, directly or indirectly, and will not permit any other party to: (a) share Subscriber's or any Authorized User's login credentials to the Applications, Support Services and Documentation; (b) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code, underlying ideas, algorithms, file formats, or interface protocols of any of the Mark43 Materials or of any files contained in or generated by any Mark43 Materials; (c) copy, modify, adapt or translate any of the Mark43 Materials, or otherwise make any use, resell, distribute or sublicense any of the Mark43 Materials; (d) make any of the Mark43 Materials available on a "service bureau" basis or otherwise provide to or allow any third parties to access or use any of the Mark43 Materials; (e) remove or modify any proprietary marking or restrictive legends of Mark43 or its suppliers in or on any of the Mark43 Materials; (f) use any of the Mark43 Materials in violation of any Applicable Law; (g) use any of the Mark43 Materials or any Mark43 Integrated Applications to create or augment any mapping or navigation related dataset, business listings database, mailing list, or telemarketing list, for use in connection with any products or services other than the SaaS Services; (h) introduce into any of the Mark43 Materials any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature; (i) use any of the Mark43 Materials to post advertising or listings; (j) use any of the Mark43 Materials to defame, abuse, harass, stalk, or threaten others; (k) if Subscriber's organization is based in the United States, permit access or use of any of the Mark43 Materials by any individual located outside the United States; (l) hide or obscure any Authorized User's location; (m) access or use or permit others to access or use, any of the Mark43 Materials (i) for any activities other than to enhance Subscriber's own services and professional judgment, or (ii) in any manner such that the Mark43 Materials are the only resources being utilized by Subscriber or any Authorized User to make a decision that could lead to death, personal injury, or property damages; or (n) access or use any of the Mark43 Materials to create a competitive product or service. In addition, Subscriber and its Authorized Users may not access or use any of the Mark43 Materials if in direct competition with Mark43, and will not allow access to or use of any of the Mark43 Materials by any party who is in direct competition with Mark43, except with Mark43's prior written consent. Subscriber shall comply with all additional restrictions relating to its use of any Mark43 Integrated Applications and Subscriber Integrated Applications.

2.6 **Security Obligations.** Subscriber and its Authorized Users shall securely manage their respective password(s) for access to the Applications. Subscriber shall notify Mark43 as soon as practicable in the event it becomes aware of any unauthorized access or use of the Applications, or of any of its or its Authorized Users' passwords or accounts. Unless expressly stated otherwise in the applicable Order Form, a single username or password may not be used by more than one (1) Authorized User. In addition, Authorized Users may log into the Applications from only one location at any given time; concurrent usage (or sign in) under a single username is prohibited, unless Subscriber has a

business justification for concurrent usage, in which case Subscriber must obtain Mark43's prior written approval for such usage . Subscriber is responsible for all activities conducted using its and its Authorized Users' user accounts in use of the Applications. Subscriber shall comply with all Applicable Laws in connection with use of the Services and Applications, including all those related to data privacy and the transmission of technical or personal data. Subscriber agrees to (a) provide true, accurate, current and complete registration data for each account it creates via the Applications, and (b) maintain and promptly update the registration data to keep it true, accurate, current and complete.

2.7 **Changes to SaaS Services**. Mark43 may make changes and Updates to the Applications and SaaS Services, provided that it does not materially derogate the overall quality of the Applications or SaaS Services. Mark43 does not guarantee that the Applications or SaaS Services are or will remain compatible with any particular third-party software or equipment, and may, upon written notice, terminate its support for any software or equipment of Subscriber that Mark43 determines are incompatible with the operation of the SaaS Services.

2.8 **Data Sharing**. Mark43 will allow Subscriber to grant Affiliated Agencies specified levels of access to Subscriber Data pursuant to an executed data-sharing agreement between Subscriber and the applicable Affiliated Agency, and with permissions subject to the parameters laid out in such data-sharing agreement. Subscriber shall provide Mark43 with a copy of the executed data-sharing agreement prior to Mark43's allowing of any such data-sharing. As between Mark43 and Subscriber, Subscriber will be solely responsible for any damages, losses and liabilities that arise as a result of such data-sharing. For the avoidance of doubt, in the event Subscriber enables Affiliate Agencies to access Subscriber Data without providing proof of a data-sharing agreement, Subscriber shall be solely responsible for any damages, losses and liabilities that arise as a result of such data-sharing.

2.9 **No Charge Access**. If any Applications or SaaS Services are provided or made available to Subscriber for pilot, evaluation, beta, pre-release, or otherwise for free, as identified by Mark43 (each, a "**Pilot Service**"), Mark43 hereby grants to Subscriber a limited, non-exclusive, non-transferable, non-sublicensable right to access and use such Pilot Service pursuant to the terms of this Agreement, solely for the purpose of internally evaluating the Pilot Service in consideration of a purchase of a full, non-evaluation subscription to such Pilot Service ("**Non-Pilot Subscription**"). Notwithstanding the foregoing or any other provision set forth herein, Subscriber acknowledges and agrees: (a) that such access and use right will terminate on the end date of the predetermined period set forth in the applicable Order Form or otherwise agreed in writing by the parties ("**Pilot Term**"), or may be terminated earlier upon written notice provided by either party to the other; (b) that such Pilot Service and any associated Documentation are provided to Subscriber "AS IS" and "AS AVAILABLE" without any Mark43 warranties, indemnification obligations, or support obligations of any kind, express or implied; and (c) that in no event will Mark43's or any of its suppliers' total and aggregate liability arising out of or related to such Pilot Service exceed $1,000. The parties may agree in the applicable Order Form or otherwise in writing for Subscriber's use of the Pilot Service to convert automatically into a Non-Pilot Subscription upon the expiration of the Pilot Term without having to enter into an additional Order Form. Except to the extent such terms conflict with this Section, all other terms of this Agreement will apply to each such Pilot Service.

3. PROPRIETARY RIGHTS.

3.1 **Ownership of Subscriber Data.** As between Mark43 and Subscriber, Subscriber owns the Subscriber Data. Subscriber hereby grants to Mark43, a royalty-free, worldwide, non-transferable (except as permitted by Section 11.2), non-sublicensable (except to Mark43's contractors on a need-to-know basis to assist Mark43 in providing the Services), license to use the Subscriber Data to configure and provide the Services to Subscriber, to prevent or address service or technical problems, in accordance with this Agreement and the Documentation, and otherwise in accordance with Subscriber's requests or instructions. Mark43 may also use Subscriber Data in anonymized and/or aggregated form to develop analytics and improvements that may be used in connection with the Mark43 products and services, provided that Mark43 may not sell or offer for sale any Subscriber Data on a standalone basis, whether in Subscriber identifiable, or anonymized and aggregated form. The use of Subscriber Data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems is prohibited without explicit written authorization from the Federal agency contracting officer.

3.2 **Ownership of and Reservation of Rights to Mark43 Materials.** As between Mark43 and Subscriber, Mark43, its Affiliates or its or their suppliers own all right, title and interest in and to the Mark43 Materials and all related technology and Intellectual Property Rights. Subject to the limited rights expressly granted hereunder, Mark43, its Affiliates and its and their suppliers reserve all rights,

title and interest in and to the Mark43 Materials and all related technology and Intellectual Property Rights. No rights or licenses are granted to Subscriber hereunder other than as expressly set forth in this Agreement.

3.3 **Subscriber Feedback**. Subscriber and its Authorized Users may elect to provide Mark43 with suggestions, enhancement requests, recommendations and other feedback concerning the Mark43 Materials (the "**Subscriber Feedback**"). Subscriber hereby assigns and agrees to assign all Subscriber Feedback and all Intellectual Property Rights therein to Mark43 without lien or encumbrance and agrees that Subscriber Feedback will be the sole property of Mark43 and that Mark43 may use Subscriber Feedback in its discretion without obligation to Subscriber, provided that the ability to use any such Feedback for advertising purposes is limited by GSAR 552.203-71. Mark43 has no obligation to make Subscriber Feedback an improvement. For the avoidance of doubt, Subscriber Feedback does not constitute Confidential Information of Subscriber hereunder.

3.4 **Usage Data**. Mark43 may collect certain information in connection with Subscriber's access to or use of the Services, such as access records, date and time stamps, transaction and activity records and system performance data ("**Usage Data**"). As between Mark43 and Subscriber, Mark43 owns all Usage Data. Mark43 will provide Subscriber with access to those subcategories of Usage Data to which Subscriber must be granted access in accordance with the Criminal Justice Information Services ("**CJIS**") Security Policy.

3.5 **Data Security**. Terms applicable to the privacy and security of Subscriber Data are set forth in Mark43's data processing addendum set forth at https://mark43.com/data-processing-addendum/, which is incorporated herein by this reference, and which may be updated from time to time by Mark43, provided such updates do not materially degrade Mark43's data security obligations (the "**Data Processing Addendum**").

4. INTEGRATED APPLICATIONS.

4.1 **Mark43 Integrated Applications**. Mark43 Integrated Applications may be included by Mark43 and provided or made available to Subscriber through the SaaS Services. In connection with the functionality provided by or through such Mark43 Integrated Applications, Subscriber hereby accepts and agrees to be bound by the terms and conditions applicable to such Mark43 Integrated Applications as set forth at https://mark43.com/integrated-application-terms/ and attached hereto which may be non-materially updated from time to time upon reasonable advance written notice (email acceptable) to Subscriber (the "**Mark43 Integrated Application Terms**"). In the event the Mark43 Integrated Application Terms are updated materially, Mark43 will provide notice to Subscriber, which will approve such updated terms to the extent they do not conflict with federal procurement law commercial supplier agreements unenforceable clauses. In the event of any inconsistency or conflict between the applicable Mark43 Integrated Application Terms and the terms of this Agreement, the Mark43 Integrated Application Terms shall govern with respect to Subscriber's access to and use of the applicable Mark43 Integrated Application.

4.2 **Subscriber Integrated Applications; Third-Party Data**. To the extent Subscriber installs, links to or enables any Subscriber Integrated Application for use with the Applications or SaaS Services, Subscriber grants and agrees to grant (and will cause the applicable Subscriber Integrated Application Provider to grant) to Mark43 permission to access, retrieve, view, store, copy, modify and process Subscriber Integrated Application Data from Subscriber's existing account(s) on each such Subscriber Integrated Application to the extent necessary to facilitate the interoperation of such Subscriber Integrated Application with the Applications or SaaS Services. To the extent Subscriber requires a Subscriber Integrated Application Provider's assistance to install, link to or enable any Subscriber Integrated Application for use with the Applications or SaaS Services, Subscriber shall separately contract with each such Subscriber Integrated Application Provider for any such assistance. In no event will Mark43 be responsible or liable for any Subscriber Integrated Application or any Subscriber Integrated Application Data or other Third-Party Data, or for any failure of a Subscriber Integrated Application to properly interoperate with any Application or the SaaS Services; provided, however, to the extent that Mark43 creates, pursuant to a Statement of Work, an interface for a Subscriber Integrated Application, Mark43 shall be responsible for such interface only, subject to the terms and conditions of this Agreement and the applicable Statement of Work. Mark43 may at any time, in its sole reasonable discretion, including upon the request of a Subscriber Integrated Application Provider or due to an actual or potential security threat, disable any connection between a Subscriber Integrated Application and the Applications or SaaS Services, and any access, retrieval and viewing of Subscriber Integrated Application Data via the Applications or SaaS Services. For the avoidance of doubt, Subscriber's access to and use of Subscriber Integrated Applications and Subscriber Integrated Application Data shall be at Subscriber's sole risk and subject to the terms and

conditions of Subscriber's separate agreement(s) with the applicable Subscriber Integrated Application Providers.

5. FEES AND PAYMENT TERMS.

5.1 Fees for the Services. Subscriber will pay the fees as stated in the relevant Order (the "**Fees**") in accordance with the payment schedules set forth therein. Except as expressly set forth herein, all payment obligations are non-cancelable and all payments of Fees are non-refundable. All amounts stated in this Agreement or on any invoice are in U.S. dollars, and all payments will be made in U.S. dollars.

5.2 Reserved.

5.3 Reserved.

6. TERM AND TERMINATION.

6.1 Term.

(a) Term of this Agreement**.** This Agreement begins on the Effective Date and, unless terminated earlier in accordance with the terms of this Agreement, will continue until the expiration of all periods of performance specified in an applicable Order (the "**Term**").

(b) Term of Applicable Order**.** The initial term of each applicable Order will commence on the start date set forth in such Order and, unless and until terminated in accordance with the terms of this Agreement or applicable Order, and will renew per the terms specified therein.

6.2 Termination; Suspension of Services.

(a) Termination for Breach by Either Party. Either party may terminate this Agreement or an applicable Order in accordance with Contract Disputes Act and the General Services Acquisition Manual Section 552.238- 114, if the other party materially breaches this Agreement and such breach remains uncured for thirty (30) days after the other party's receipt of such notice.

(b) Termination for Non-Appropriation. If Subscriber is a government agency, Subscriber's payment obligations under this Agreement extend only to funds appropriated annually by Subscriber or Subscriber's governing body for the purpose of this Agreement. For each succeeding fiscal period covered by this Agreement, Subscriber or other applicable agency or department responsible for this Agreement agrees to include in its budget request appropriations sufficient to cover the annual financial obligations under this Agreement. If, after making reasonable efforts to obtain relevant funding, Subscriber is appropriated insufficient funds to continue annual payments under a specific Order, Subscriber may terminate that applicable Order in accordance with GSAR Clause 552.212-4(l). Upon termination under this paragraph, Subscriber shall compensate Mark43 or, where applicable, its reseller or distributor for all Services rendered prior to the effective date of termination the Fees for which remain outstanding.

(c) Suspension of Services. To the extent permitted by Applicable Law, in addition to any other rights or remedies it may have under this Agreement or Applicable Law, Mark43 may immediately temporarily suspend provision of the Services without liability to Subscriber: (a)reserved; (b) if Subscriber breaches Section 2.5 (Restrictions on Use) or Section 2.6 (Security Obligations); (c) to avoid harm or liability to Mark43, its Affiliates or its other customers, including in the case of denial of service attacks or other disruptions; or (d) if required by Applicable Law or a governmental authority. Mark43 will use commercially reasonable efforts to restore Subscriber's rights to use and access those portions of the Services or accounts that gave rise to the suspension promptly after Subscriber has resolved the problem giving rise to the suspension.

6.3 Effect of Termination. In the event of any termination or expiration of this Agreement,

(a) Subscriber will pay all amounts payable hereunder as of the termination or expiration date;

(b) All rights, licenses and access granted hereunder to Subscriber (as well as all rights granted to any Authorized Users of Subscriber) will immediately cease, including but not limited to all use of the Mark43 Materials;

(c) Upon Subscriber's written request prior to the effective date of termination, Mark43 will provide Subscriber with a copy of the Subscriber Data within ninety (90) days of the effective date of termination; and

(d) Subscriber will either return to Mark43 or at Mark43's option, destroy, all documents, computer files and other materials containing any Confidential Information of Mark43 that are in Subscriber's possession or control. Upon the written request of Mark43, Subscriber will provide a written certification of its compliance with this paragraph.

6.4 **Survival.** This Section 6.4 and the following sections will survive any termination or expiration of this Agreement: Section 3 ("Proprietary Rights"), Section 4 ("Integrated Applications"), Section 5 ("Fees and Payment Terms"), Section 6.3 ("Effect of Termination"), Section 7 ("Confidentiality"), Section 8.3 ("Disclaimer"), Section 9 ("Limitation of Liability"), Section 10 ("Indemnification"), and Section 11 ("Miscellaneous").

7. CONFIDENTIALITY.

7.1 **Definition of Confidential Information.** For the purposes of this Agreement, "**Confidential Information**" means: (a) with respect to Mark43, the Mark43 Materials, and any and all source code relating thereto, as well as any non-public information or material regarding Mark43's legal or business affairs, products, technology, financing, pricing, customers, properties or data, and (b) with respect to Subscriber, the Subscriber Data and any non-public information or material regarding Subscriber's legal or business affairs, technology, properties or data. Notwithstanding any of the foregoing, Confidential Information does not include information which: (i) is generally publicly available at the time of disclosure or becomes generally publicly available after disclosure through no fault of the party to which the Confidential Information has been disclosed (the "**Receiving Party**"); (ii) is documented as being known to the Receiving Party free of any confidentiality obligations prior to its disclosure by the other party (the "**Disclosing Party**"); (iii) is independently developed by the Receiving Party without reference or access to the Confidential Information of the Disclosing Party and is so documented; or (iv) is obtained by the Receiving Party, free of any confidentiality obligations, from a third person who was rightly in possession of such information.

7.2 **Use and Disclosure of Confidential Information.** The Receiving Party will, with respect to all Confidential Information disclosed by the Disclosing Party before or after the Effective Date: (i) use such Confidential Information only to perform its obligations or exercise its rights under this Agreement; (ii) subject to Section 7.4 below, restrict disclosure of such Confidential Information within the Receiving Party's organization to only those of the Receiving Party's employees and independent contractors who have a need to know such Confidential Information in connection with the Receiving Party's performance of this Agreement and who are subject to confidentiality obligations with respect to such Confidential Information no less restrictive than those set forth herein; and (iii) except as expressly provided herein, not disclose such Confidential Information to any third party unless authorized in writing by the Disclosing Party to do so.

7.3 **Protection of Confidential Information.** The Receiving Party will protect the confidentiality of all Confidential Information disclosed by the Disclosing Party using at least the degree of care that it uses to protect its own confidential information (but no less than a reasonable degree of care).

7.4 **Employee and Independent Contractor Compliance.** The Receiving Party will, prior to providing any employee or independent contractor access to any Confidential Information of the Disclosing Party in accordance with Section 7.2, inform such employee or independent contractor of the confidential nature of such Confidential Information and require such employee or independent contractor to comply with the Receiving Party's obligations hereunder with respect to such Confidential Information.

7.5 **Compelled Disclosure**. A disclosure by one party of Confidential Information of the other party to the extent required by Applicable Law will not be considered a breach of this Agreement, provided the party so compelled promptly provides the other party with prior notice of such compelled disclosure (to the extent legally permitted) and provides reasonable assistance, at the other party's request and cost, if the other party wishes to contest the disclosure. Mark43 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 Mark43.

7.6 **Public Records**.

(a) For purposes of this Section 7 (Confidentiality), the term "**Public Records Request**" shall mean any request for the disclosure of records pursuant to a state public records law or "sunshine" law, federal Freedom of Information Act or other comparable law.

(b) To the extent Subscriber is subject to a Public Records Request that seeks the disclosure of any information or materials provided by Mark43 to Subscriber prior to, during or after the Term,

Subscriber shall, prior to any such disclosure, promptly notify Mark43 of such Public Records Request in writing (to the extent legally permitted to do so) and provide reasonable assistance, at Mark43's request and cost, if Subscriber plans to release specific information or materials that Mark43 believes are exempt from disclosure requirements. Subscriber shall also identify for Mark43 the information or materials it intends to disclose, and provide Mark43 at least ten (10) days to review prior to disclosure, or if such time is not available or permitted under Applicable Law, at least as much time as would be reasonable to allow Mark43 to meaningfully review and seek appropriate relief. For the avoidance of doubt, and without limiting the foregoing, Subscriber hereby acknowledges that Mark43 shall have no implicit or explicit obligation to challenge, oppose or defend against any request described herein.

7.7 CJIS Standards; Employee Background Checks.

(a) Subscriber understands and agrees that Mark43 utilizes Cloud Providers (as defined in the Data Processing Addendum) to host the Applications, SaaS Services and Subscriber Data.

(b) Subscriber may request reasonable records from Mark43 from time to time to assess Mark43's adherence to requirements of the applicable CJIS Security Policy promulgated by the FBI. For the avoidance of doubt, Subscriber may need the consent of Cloud Providers to obtain any records or information from Cloud Providers.

(c) Subscriber will have the opportunity to run, at Subscriber's request and expense, reasonable background checks on Mark43 employees who will have unescorted access to unencrypted Subscriber Data in Subscriber's production environment (such employees, the "**Covered Employees**"), provided that Mark43 may assume that a Covered Employee has been cleared by Subscriber if Mark43 does not receive an adverse response from Subscriber within thirty (30) days of a submission of a background check request.

8. REPRESENTATIONS AND WARRANTIES.

8.1 Power and Authority. Each party represents and warrants that it has the full right, power and authority to enter into this Agreement and to discharge its obligations hereunder and that the person signing this Agreement on behalf of the party has the authority to bind that party. Subscriber represents and warrants that it has obtained, and shall have throughout the Term, all necessary approvals, consents, and authorizations necessary for procurement under this Agreement and that its obligations under this Agreement do not, and shall not, exceed any budget authority limitations during the Term of this Agreement.

8.2 Services Warranty.

(a) Mark43 represents and warrants that the Applications and SaaS Services will be made available to Subscriber in accordance in all material respects with the Documentation. Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43, through the Support Services, to use commercially reasonable efforts to remedy the breach within a commercially reasonable amount of time.

(b) Mark43 represents and warrants that the Professional Services will be provided in a professional manner and that for a period of thirty (30) days from Go Live (the "**Warranty Period**"), the Work Product will operate in material accordance with the specifications provided by Mark43 or otherwise agreed between the parties in writing (including in the applicable Statement of Work). Subscriber's sole remedy and Mark43's sole obligation with respect to a breach of the foregoing warranty is for Mark43 to use commercially reasonable efforts to work with Subscriber to resolve the issue causing such breach within a commercially reasonable amount of time. After the Warranty Period, if Subscriber experiences any issue with the Work Product, the parties must enter into a new Statement of Work to address such issues at Mark43's then-current Professional Services pricing. For clarity, Mark43's Support Services do not apply to or provide support for any Professional Services or Work Product.

8.3 Disclaimer. USE OF THE MARK43 MATERIALS IS NOT, AND IS NOT INTENDED TO BE, A SUBSTITUTE FOR THE PROFESSIONAL JUDGMENT OF AUTHORIZED PARTIES, INCLUDING DISPATCHERS, LAW ENFORCEMENT OFFICERS, INVESTIGATORS OR FIRST RESPONDERS. THE MARK43 MATERIALS ARE PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND THE DATA PROVIDED OR MADE AVAILABLE BY MARK43 OR ITS SUPPLIERS IN CONNECTION WITH THE MARK43 MATERIALS SHOULD NOT REPLACE OTHER EMERGENCY INFORMATION AND SHOULD NOT BE EXCLUSIVELY RELIED-UPON IN AN EMERGENCY SCENARIO. SUBSCRIBER SHALL BE SOLELY RESPONSIBLE FOR ALL ITS OWN ACTIONS OR FAILURE

TO ACT IN CONNECTION WITH ITS AND ITS AUTHORIZED USERS' USE OF THE MARK43 MATERIALS AND ANY THIRD-PARTY DATA, INCLUDING WITH RESPECT TO COMPLIANCE WITH APPLICABLE LAWS, AND MARK43 AND ITS SUPPLIERS ASSUME NO RESPONSIBILITY, LIABILITY OR RISK FOR SUBSCRIBER'S USE OR MISUSE OF, OR FAILURE TO USE, THE INFORMATION PROVIDED OR MADE AVAILABLE BY MARK43 OR ITS SUPPLIERS THROUGH THE MARK43 MATERIALS OR ANY THIRD-PARTY DATA. SUBSCRIBER AND THE APPLICABLE AUTHORIZED USERS ARE SOLELY RESPONSIBLE FOR, AND SUBSCRIBER WILL BE SOLELY LIABLE FOR, (a) VERIFYING THE ACCURACY, COMPLETENESS, AND SUITABILITY OF ANY DATA USED IN CONNECTION WITH THE SERVICES, AND (b) ANY CONSEQUENCES OF A "HARD DELETE" (i.e., WHEN DATA IS PERMANENTLY REMOVED FROM A DATABASE) OF ANY SUBSCRIBER DATA PERFORMED BY OR AT THE REQUEST OF SUBSCRIBER OR ANY OF ITS AUTHORIZED USERS. SUBSCRIBER ACKNOWLEDGES THAT THE MARK43 MATERIALS DO NOT CONTAIN OR PROVIDE LEGAL ADVICE. EXCEPT FOR THE LIMITED WARRANTIES PROVIDED BY MARK43 IN SECTION 8.1 AND SECTION 8.2, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MARK43 AND ITS SUPPLIERS MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MARK43 MATERIALS. MARK43 AND ITS SUPPLIERS DO NOT WARRANT THAT THE MARK43 MATERIALS WILL BE ERROR FREE OR UNINTERRUPTED. MARK43 AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS OR OTHER SYSTEMS OUTSIDE OF THEIR REASONABLE CONTROL. NEITHER MARK43 NOR ANY OF ITS SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER TO SUBSCRIBER OR ANY OTHER PARTIES WITH RESPECT TO ANY MARK43 INTEGRATED APPLICATIONS, MARK43 INTEGRATED APPLICATION DATA, SUBSCRIBER INTEGRATED APPLICATIONS, SUBSCRIBER INTEGRATED APPLICATION DATA, OR ANY THIRD-PARTY DATA.

SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES AND APPLICATIONS MAY INCLUDE, INCORPORATE, AND/OR BE DERIVED FROM, AND THAT IN PROVIDING THE SERVICES MARK43 MAY UTILIZE OR EMPLOY, SYSTEMS, APPLICATIONS, MODELS (INCLUDING LARGE LANGUAGE MODELS), ALGORITHMS, TOOLS, OR SERVICES THAT PERFORM TASKS COMMONLY ASSOCIATED WITH HUMAN INTELLIGENCE, SUCH AS LEARNING, REASONING, PREDICTIVE ANALYTICS, OR GENERATIVE CONTENT CREATION ("AI TECHNOLOGY"). SUBSCRIBER FURTHER ACKNOWLEDGES AND AGREES THAT AI TECHNOLOGY, AS WELL AS ANY DATA, RECOMMENDATIONS, PREDICTIONS, TEXT, OR OTHER MATERIAL PRODUCED, IN WHOLE OR IN PART, THROUGH THE USE OF AI TECHNOLOGY ("AI-GENERATED OUTPUT"), ARE PROBABILISTIC IN NATURE AND MAY GENERATE INCOMPLETE, INACCURATE, OR INAPPROPRIATE RESULTS. ACCORDINGLY, AI TECHNOLOGY AND AI-GENERATED OUTPUT, UNLESS OTHERWISE INDICATED BY THE WRITTEN MATERIALS ACCOMPANYING IT, ARE PROVIDED "AS IS". MARK43 MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, OR COVENANTS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, WITH RESPECT TO AI TECHNOLOGY OR AI-GENERATED OUTPUT, INCLUDING WITHOUT LIMITATION ANY WARRANTY OR REPRESENTATION THAT AI-GENERATED OUTPUT WILL BE ACCURATE, COMPLETE, ERROR-FREE, RELIABLE, CURRENT, FIT FOR A PARTICULAR PURPOSE, NON-INFRINGING, OR COMPLIANT WITH SUBSCRIBER'S INTERNAL POLICIES OR ANY APPLICABLE LAW OR REGULATION. THE USE OF GOVERNMENT DATA FOR THE PURPOSE OF TRAINING ARTIFICIAL INTELLIGENCE/MACHINE LEARNING (AI/ML) MODELS AND SYSTEMS IS PROHIBITED WITHOUT EXPLICIT WRITTEN AUTHORIZATION FROM THE FEDERAL AGENCY CONTRACTING OFFICER.

9. LIMITATION OF LIABILITY.

9.1 Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MARK43'S OR ANY OF ITS SUPPLIERS' TOTAL AND AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT OF FEES PAID BY SUBSCRIBER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE FIRST DATE ON WHICH SUCH LIABILITY ARISES. THE FOREGOING LIMITATION IS CUMULATIVE, WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT, AND THE EXISTENCE OF ONE

OR MORE CLAIMS WILL NOT ENLARGE THAT LIMIT. NEITHER MARK43 NOR ANY PROVIDER OF ANY MARK43 INTEGRATED APPLICATIONS, MARK43 INTEGRATED APPLICATION DATA, SUBSCRIBER INTEGRATED APPLICATIONS, OR SUBSCRIBER INTEGRATED APPLICATION DATA SHALL HAVE ANY LIABILITY TO SUBSCRIBER OR ANY OTHER PARTY UNDER THIS AGREEMENT ARISING OUT OF OR RELATING TO SUBSCRIBER'S USE OF SUCH INTEGRATED APPLICATIONS OR DATA, OR FOR ANY OTHER THIRD-PARTY DATA.

9.2 **Exclusion of Damages**. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL MARK43 OR ITS SUPPLIERS HAVE ANY LIABILITY TO SUBSCRIBER OR ANY OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, PERSONAL INJURY OR PROPERTY DAMAGES, HOWEVER CAUSED, OR FOR ANY LOST PROFITS, LOSS OF USE, LOSS OF DATA, COST OF DATA RECONSTRUCTION OR COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE MARK43 MATERIALS, SERVICES, OR THIRD-PARTY DATA, OR FOR ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION IN THE USE THEREOF, EVEN IF MARK43 OR ITS SUPPLIERS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

9.3 **Exceptions.** NOTWITHSTANDING THE FOREGOING, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY SET FORTH IN SECTION 9.1 AND SECTION 9.2 SHALL NOT APPLY TO MARK43'S LIABILITY FOR ITS INDEMNITY OBLIGATIONS UNDER THIS AGREEMENT, FRAUD, OR ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

10. INDEMNIFICATION.

10.1 **Indemnification by Mark43**. Mark43 shall defend or at its option have the right to intervene to defend and hold harmless Subscriber, and its employees, officers, and directors (the "**Subscriber Indemnified Parties**") against any third-party claim (each, a "**Third-Party Claim**") brought against them, and shall indemnify the applicable Subscriber Indemnified Parties for all losses, damages and expenses (including reasonable attorneys' fees) ("**Losses**") arising from such Third-Party Claim, to the extent such Third-Party Claim alleges that Subscriber's use of an Application as provided by Mark43 and when used in accordance with the Documentation and in compliance with this Agreement infringes that third party's U.S. copyright, U.S. patent issued as of the Effective Date, or U.S. trademark, or misappropriates that third party's trade secret. 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. Mark43 shall have no obligation or liability under this Section 10.1 (Indemnification by Mark43) to the extent the Third-Party Claim arises from: (a) Subscriber's or any Authorized User's failure to incorporate any Update made available by Mark43 that would have avoided the alleged infringement or misappropriation; (b) modification of the Applications by anyone other than Mark43; (c) specifications, instructions, features, functions or designs or other elements provided by or requested by Subscriber or any of its Authorized Users; (d) use of the Applications in combination with any other product, service, data, process or material not provided by Mark43 (including any Subscriber Integrated Applications or Subscriber Integrated Application Data or any other Third-Party Data); or (e) use of the Applications in a manner not contemplated by this Agreement or the Documentation. If any of the Applications are (or Mark43 reasonably believes are likely to become) the subject of a claim for which Mark43 would be obligated to defend and indemnify pursuant to this Section, then Mark43 may, at its sole option, obtain for Subscriber the right to continue use of such Applications or replace or modify such Applications, as applicable, provided there is no material loss of functionality. If neither of the foregoing options is reasonably available to Mark43, in its reasonable judgment, then use of such Applications may be terminated at the option of Mark43 and Mark43 will refund any prepaid fees paid by Subscriber for such Applications applicable to the periods following the effective date of termination. The remedies provided in this Section 10.1 (Indemnification by Mark43) are Subscriber's sole and exclusive remedies for any third-party claims of infringement or misappropriation of Intellectual Property Rights by the Applications.

10.2 **Reserved**.

10.3 **Procedures**. Each indemnified party shall give the indemnifying party prompt written notice of any Third-Party Claim to which an indemnification obligation under this Section 10 (Indemnification) may apply and shall reasonably cooperate with the indemnifying party, at its expense, in the defense or settlement of any such Third-Party Claim. An indemnifying party's obligations under this Section 10 (Indemnification) will be diminished to the extent that it is materially prejudiced by the indemnified party's non-compliance with the foregoing procedures.

11. MISCELLANEOUS.

11.1 **Notices**. Unless otherwise specified herein, all notices and other communications from Subscriber to Mark43 required or permitted by this Agreement or by Applicable Law, will be deemed properly given, if given by (i) personal service, (ii) registered or certified mail, postage prepaid, return receipt requested, or (iii) nationally recognized private courier service, to the respective addresses of Mark43 set forth below or such other addresses as Mark43 may designate from time to time, with, in each case, a copy to the email addresses provided below. Notices given hereunder will be effective upon (a) receipt by the party to which notice is given; or (b) on the fifth (5th) business day following mailing, whichever occurs first.

If to Mark43:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: CFO
Email: contractnotices@mark43.com

Copy to:

Mark43, Inc.
8 West 40th Street
2nd Floor
New York, NY 10018
Attn: General Counsel
Email: legal@mark43.com

11.2 **Assignment.** Neither party may assign or otherwise transfer any of its rights or obligations under this Agreement without the prior, written consent of the other party; provided, however, that a party may, without the consent of the other party, assign or otherwise transfer this Agreement in its entirety to any of its Affiliates or to an entity with or into which it is merged or consolidated or to which it sells all or substantially all of its assets, stock or other equity interests in accordance with the provisions set forth at FAR 42.1204. Any assignment or other transfer in violation of this section will be null and void. Subject to the foregoing, this Agreement will be binding upon and inure to the benefit of the parties hereto and their permitted successors and assigns.

11.3 **Governing Law**. This Agreement will be governed by the Federal laws of the United States. EACH PARTY HEREBY WAIVES ANY RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY ACTION OR LITIGATION IN ANY WAY ARISING OUT OF OR RELATED TO THIS AGREEMENT.

11.4 **Dispute Resolution**. When Subscriber 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 Act. During any dispute under the Contract Disputes Act or the General Services Acquisition Manual Section 552.238-114, as applicable, Mark43 shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under this Agreement, and each party shall comply with any decision of the Contracting Office.

11.5 **Force Majeure.** Excusable delays shall be governed by FAR 552.212-4(f).

11.6 **No Waiver**. The failure of either party to enforce at any time for any period any provision hereof will not be construed to be a waiver of such provision or of the right of such party thereafter to enforce each such provision, nor shall any single or partial exercise of any right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver of any rights is to be charged against any party unless such waiver is in writing signed by an authorized representative of the party so charged.

11.7 **Amendment**. No modification, change or amendment to this Agreement shall be effective unless in writing signed by duly authorized representatives of each of Subscriber and Mark43. No term included in any invoice, estimate, confirmation, acceptance, purchase order or any other similar document (other than Order Forms or Statements of Work) in connection with this Agreement will be

effective unless expressly stated otherwise in a separate writing signed by duly authorized representatives of each of Subscriber and Mark43.

11.8 **Relationship of the Parties**. The relationship of the parties established by this Agreement is that of independent contractors and nothing contained herein will be construed to (a) give any party any right or authority to create or assume any obligation of any kind on behalf of any other party or (b) constitute the parties as partners, joint ventures, co-owners or otherwise as participants in a joint or common undertaking.

11.9 **Use of Vendors**. Subscriber agrees that Mark43 may provide information, data and materials that Mark43 receives in connection with this Agreement (including Subscriber Data) to draw on the resources of, and subcontract certain of its obligations hereunder to, its Affiliates and independent contractors engaged by Mark43 (each, a "**Mark43 Vendor**") for internal, administrative and compliance purposes or in connection with the hosting or provision of the SaaS Services and other products and services to be provided by Mark43 pursuant to this Agreement. Mark43 shall be responsible in accordance with the terms of this Agreement for each Mark43 Vendor's compliance with the terms of this Agreement and for its acts and omissions that cause Mark43 to breach its obligations under this Agreement.

11.10 **Severability**. Any term or provision of this Agreement that is invalid or unenforceable in any jurisdiction will, to the extent the economic benefits conferred thereby to the parties remain substantially unimpaired, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions or affecting the validity or enforceability of any of such terms or provisions in any other jurisdiction.

11.11 **Headings; Construction**. The titles and headings contained in this Agreement are for reference purposes only and shall not in any manner limit the construction or interpretation of this Agreement. Use of the term "including" herein shall be deemed to be followed by "without limitation."

11.12 **Counterparts**. This Agreement may be executed, including by electronic signature, in two or more counterparts, each of which shall be an original and all such counterparts together shall constitute one and the same instrument. Electronically executed or electronically transmitted (including via facsimile transmission) signatures have the full force and effect of original signatures.

11.13 **Cumulative Remedies**. All remedies for breach of this Agreement are cumulative, and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

11.14 **Export Compliance**. In connection with this Agreement, each party will comply with all applicable import, re-import, export, and re-export control laws and regulations, including the Export Administration Regulations, the International Traffic in Arms Regulations, and country-specific economic sanctions programs implemented by the Office of Foreign Assets Control. When applicable, Subscriber will provide Mark43 with information about Subscriber's export and distribution activities as may be required for Mark43 to meet its obligations under the United States export control laws and regulations.

11.15 **Compliance with Laws**. Each party shall comply with all Applicable Laws relating or pertaining to the performance of its obligations and the exercise of its rights under this Agreement. Subscriber shall ensure that its use of all Subscriber Data complies with all Applicable Laws relating to the privacy of third parties and the protection of their personal data promulgated by any governmental, municipal, or legal authority having jurisdiction over Subscriber or the Subscriber Data covered by this Agreement. Each party shall comply with local anti-bribery laws as well as the U.S. Foreign Corrupt Practices Act, as well as any other Applicable Laws and regulations. In connection with its performance under this Agreement, neither party shall directly or indirectly: (A) offer, pay, promise to pay, or authorize the payment of any money, gift or other thing of value to any person who is an official, agent, employee, or representative of any government or instrumentality thereof or to any candidate for political or political party office, or to any other person while knowing or having reason to believe that all or any portion of such money, gift or thing of value will be offered, given, or promised, directly or indirectly, to any such official, agent, employee, or representative of any government or political party, political party official or candidate; (B) offer, promise or give any person working for, or engaged by, the other party a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; or (C) request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. Each party represents and warrants that it shall be responsible

for compliance with this provision by all third parties engaged by it to perform services related to this Agreement and shall require that such third parties agree to comply with all legal requirements required of such party under this Agreement.

11.16 **Entire Agreement**. This Agreement supersedes all previous understandings, agreements and representations between the parties or any affiliates or agents thereof, written or oral, and constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement, and incorporates all representations, warranties, covenants, commitments and understandings on which they have relied in entering into this Agreement, and, except as provided for herein, neither party makes any covenant or other commitment concerning its future action nor does either party make any promises, representations, conditions, provisions or terms related thereto.

11.17 **Supporting Documents**.

The following documents, attached hereto, along with all Orders, Order Forms, and Statements of Work, are expressly incorporated into this Agreement and are collectively referred to herein as the "**Supporting Documents**:"

- Exhibit A Technical Requirements
- Exhibit B Support Services
- Exhibit C Data Processing Addendum
- Exhibit D Mark43 Integrated Application Terms

This Agreement and the Supporting Documents shall be construed to be mutually complementary and supplementary whenever possible. In the event of a conflict that cannot be resolved, the provisions of the body of this Agreement shall control over any conflicting provisions in any of the Supporting Documents.