

DIGITAL IDENTITY INTEGRATION AND LICENSE AGREEMENT

This Digital Identity Integration and License Agreement (the “**Agreement**”) is entered into as of the date set forth in the Order (“**Effective Date**”) by and between Alclear Healthcare, LLC having a place of business at 85 Tenth Avenue, 9th Floor, New York, NY 10011 (“**CLEAR**”) and the Ordering Activity under GSA Schedule contracts identified in the Order at [COMPANY ADDRESS] (“**Company**”) (individually, a “**Party**” and collectively, the “**Parties**”).

RECITALS

WHEREAS, CLEAR provides digital identity services to its enrolled users (“**CLEAR Users**”), who use the CLEAR platform for identity verification and other purposes (the “**CLEAR Services**”) and authorize CLEAR to maintain and use the data they provide to CLEAR.

WHEREAS, Company and CLEAR wish to integrate certain of Company’s digital platforms with the CLEAR Services using the CLEAR Development Tools to enable mutual users to access their CLEAR Data via such integration from within the Company platforms for more seamless experiences (the “**Integration**”).

NOW THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Definitions**. In addition to the terms defined elsewhere in this Agreement, the following capitalized terms shall have the meanings set forth in this Section.

a. “**Affiliate**” means, as to a Party, any other entity that directly or indirectly controls, is under common control with, or is controlled by, such Party; as used in this definition, “control” and its derivatives mean possession, directly or indirectly, of power to direct the management or policies of an entity.

b. “**Applicable Laws**” means any statute, law, ordinance, regulation, rule, judgment, decree or other requirement of any federal, state or local government or any arbitrator or court of competent jurisdiction that applies to a Party.

c. “**Authorized Data**” means the copy of any CLEAR Data that CLEAR transmits to Company via the Integration and that Company is authorized to utilize in accordance with the Permitted Use and otherwise in accordance with this Agreement.

d. “**Authorized Territory**” shall have the meaning set forth on an applicable Order Form.

e. “**CLEAR Data**” means any (i) demographic, biometric, health, Images and other data provided to CLEAR by or on behalf of a CLEAR User; (ii) information provided by a CLEAR User during enrollment in CLEAR and/or collected by CLEAR during any subsequent use of CLEAR; (iii) any information related to a CLEAR User’s use (or attempted use) of CLEAR; (iv) device data; (v) data related to the checks that have been performed for purposes of identity verification; (vi) information derived or inferred from any of the foregoing; and (vii) reports, analyses, compilations, studies, or other documents that contain or otherwise reflect any of the

foregoing. As between the Parties, CLEAR will own all right, title and interest in and to any CLEAR Data.

f. **“CLEAR Development Tools”** means, as applicable, the CLEAR software development kit, web-based enrollment and verification interface, authenticator and/or application programming interface(s), Dashboard and sandbox environment, in each case, supplied or made available by CLEAR to Company today or in the future, that are designed to be used by third-party platforms to facilitate access to certain specified CLEAR Data on behalf of CLEAR Users and otherwise perform various interactions between the third-party platform and the CLEAR Services as directed by the CLEAR User.

g. **“CLEAR Documentation”** means materials and information, in any form or medium, provided by CLEAR, describing the appropriate procedures for the configuration and use of the CLEAR Development Tools, and for accessing any CLEAR development or production environment.

h. **“CLEAR Systems”** means CLEAR’s technology infrastructure used by CLEAR in providing the CLEAR Technology, including all computers, devices, hardware, databases, electronic systems (including database management systems), technologies, and networks, together with all security devices.

i. **“CLEAR Technology”** means the CLEAR Services and the CLEAR Development Tools.

j. **“Company Partner Deployment”** means the deployment of the Company Platform online or at a location owned or licensed to a third-party who procures the right to use the Company Platform pursuant to an agreement between Company and such third-party.

k. **“Company Platform”** means the Company’s software applications, mobile applications, websites, or other products and services that are integrated with the CLEAR Development Tools pursuant to this Agreement.

l. **“Dashboard”** means the web-based user interface for Company to access portions of the CLEAR Service.

m. **“Data Protection Laws”** means all laws and regulations of any jurisdiction applicable to the processing of personal data under the Agreement.

n. **“Government Data”** means data transmitted directly by Company to CLEAR. For the avoidance of doubt, CLEAR Data is not Government Data.]

o. **“Image”** shall mean any image of a government identity document or selfie image, in each case, of a CLEAR User.

p. **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property laws, and all similar or equivalent rights or forms of protection, recognized in any part of the world.

q. “**Order Form**” means the applicable order form signed by Company and CLEAR in respect of the CLEAR Services. For the avoidance of doubt, references to the Agreement shall also be read to include applicable Order Forms.

r. The “**Permitted Use**” of any applicable Authorized Data shall be as set forth on an applicable Order Form.

s. “**Person**” means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

t. “**Third-Party Materials**” means materials and information, in any form or medium, that are not proprietary to CLEAR, including any third-party: (a) documents, data, content or specifications; (b) other software, hardware or other products, facilities, equipment or devices; and (c) accessories, components, parts or features of any of the foregoing.

u. “**Transaction**” means the point at which a user who has been transferred to CLEAR via the Integration enters their email or phone number in the CLEAR Systems to commence a verification with CLEAR.

2. **Integration.**

a. Development of Integration. The Parties agree to work in good faith to integrate the CLEAR Development Tools with and/or into the Company Platforms (the “**Integration**”).

b. Initial Company Platform(s). The Company Platform(s) into which the Company will initially integrate the CLEAR Development Tools shall be set forth on an applicable Order Form. The Parties may agree to add additional Company Platforms to the Integration from time to time in writing.

c. User Experience. The user experience within Company Platforms as it relates to the Integration, including how an individual interacts with CLEAR, shall be agreed to and aligned by both Parties prior to launch of the Integration into production, and any applicable licenses granted by CLEAR in this Agreement shall not be effective until CLEAR has approved the user experience in writing (email sufficient). Thereafter, any screens or user experience within Company Platform(s) that relate to or reference CLEAR, CLEAR's processes or experiences, or the Integration shall not be launched, or modified thereafter, without CLEAR's written approval; provided that this requirement is only intended to apply to changes on the Company Platform that materially affect direct or indirect references to CLEAR or descriptions of CLEAR or the CLEAR Services and shall not prevent Company from making other changes, such as those relating to Company's own operations, without CLEAR's prior written approval.

3. **Licenses.**

a. Grant. Subject to all of the terms and conditions of this Agreement, CLEAR grants Company a non-exclusive, non-transferable, non-sublicensable, revocable, limited license during the term of this Agreement and within the Authorized Territory to:

i. use the CLEAR Development Tools with the Company Platform(s) to develop the Integration, subject to Section 3(c) (License Restrictions) below, and,

ii. use the Integration and any Authorized Data in a production environment for the applicable Permitted Use, subject to any applicable terms of this Agreement, including, but not limited to, Section 3(b) (Data Use Restrictions), Section 5 (Additional Obligations of Company), and Company's timely payment of any fees set forth herein or an applicable Order Form.

b. Data Use Restrictions. Company represents, warrants and covenants to CLEAR that:

i. It will use Authorized Data only for the applicable Permitted Use and, in so doing, shall additionally comply with Applicable Law and Company's own policies and procedures.

ii. It has provided all notices and obtained all consents from its end users' that may be required under Applicable Law for its processing, storage, transmittal, disclosure, or other use of such users' data (including, as applicable, Authorized Data) in connection with this Agreement or its own applicable services.

iii. It will not "sell" (which, for purposes of this Agreement, shall be as defined in the California Consumer Privacy Act of 2018 and any other applicable Data Protection Laws) or rent Authorized Data to its affiliates or any third-party.

iv. It will comply with the terms of Exhibit A (Data Security Addendum).

c. License Restrictions. Except as this Agreement expressly permits, Company agrees not to, and not to permit any other Person to:

i. install, configure or use the CLEAR Development Tools, or otherwise access any CLEAR Systems, in a manner contrary to the CLEAR Documentation;

ii. modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of the CLEAR Technology;

iii. make available the CLEAR Technology to any Person, including on or in connection with the internet or any time-sharing, service bureau, software as a service, cloud, or other technology or service;

iv. reverse engineer, disassemble, decompile, decode, or adapt the CLEAR Technology, or otherwise attempt to derive or gain access to the source code of the CLEAR Technology, in whole or in part;

v. bypass or breach any security device or protection used for or contained in the CLEAR Development Tools or CLEAR Systems;

- vi. use the CLEAR Development Tools or the Integration in any manner that infringes, misappropriates, or otherwise violates any Intellectual Property Rights or any other right of any Person or that violates any Applicable Laws;
- vii. use the CLEAR Development Tools or the Integration for purposes of: (i) benchmarking or competitive analysis to build a competitive product or service; (ii) developing, using, or providing a competing product or service; or (iii) any purpose that is to CLEAR's detriment or commercial disadvantage;
- viii. use the CLEAR Development Tools or the Integration in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the CLEAR Development Tools could lead to personal injury or severe physical or property damage;
- ix. use the CLEAR Development Tools or the Integration other than as expressly permitted in this Agreement or in any manner or for any purpose or application not expressly permitted by this Agreement or in violation of any license agreement governing the use of any Third-Party Materials identified by CLEAR in a written notice (which may include email) to Company;
- x. collect, harvest, or track information or data from CLEAR Systems, or attempt to decipher transmissions thereto or therefrom;
- xi. damage, disable, overburden, impair or compromise CLEAR's servers, computer network, or security infrastructure or interfere with any third-party's use thereof;
- xii. use the CLEAR Development Tools in any manner that would or could (A) require the disclosure or distribution of the CLEAR Development Tools or any portion thereof in source code form, (B) require the licensing of the CLEAR Development Tools or any portion thereof under any open source software license, or (C) impose any other limitation, restriction, or condition on CLEAR's right to use or distribute the CLEAR Technology.
- xiii. access the CLEAR Systems from China, Cuba, Iran, North Korea, Afghanistan, Pakistan, Belarus, Syria, Ukraine, Estonia or Russia; or
- xiv. employ technical measures to obfuscate the location from which the CLEAR Systems are being accessed, such as a virtual private network (VPN), without CLEAR's approval.

d. Images. To the extent the Authorized Data contains Images, Company agrees it will:

- i. Obtain explicit consent from the individual for any use, including a specific consent, if applicable, to convert the Images for any automated facial comparisons or templatization.

- ii. Not convert any Images received into a biometric template or otherwise manipulate or use any Images received (or manipulations of such Images) for any purpose other than the Permitted Use.
- iii. Promptly delete any Images shared under this Agreement when there is no further need or ability for it to fulfill a Permitted Use.
- iv. Ensure that its user experience will explicitly notify people that an Image of them will be obtained and stored by Company.
- v. Have an ability for any of its users to track and request deletion of their Images.
- vi. Not use any of the Images obtained to develop a competing product or service with CLEAR.
- vii. Store all Images in compliance with the security requirements set forth in the Data Security Addendum attached as Exhibit A to the Agreement.
- viii. Promptly notify CLEAR within twenty-four (24) hours in the event there is an actual or suspected breach, unauthorized disclosure, or leak of any Images transmitted by CLEAR and such shall be considered a Security Incident under paragraph 6 of the Data Security Addendum (and that all other provisions of that Addendum and section shall apply to the images).
- ix. To the extent Company uses any third parties to effectuate the Permitted Use, require such third parties to comply with all the terms of this Agreement.

e. Unauthorized CLEAR Data. In the event that Company accesses or received CLEAR Data other than as contemplated under this Agreement, it shall promptly notify CLEAR and will promptly take steps to delete any such data from its systems and otherwise cooperate with CLEAR in any remediation efforts.

f. Fair Credit Reporting Act. CLEAR is not a consumer reporting agency and any information provided to the Company is not a consumer report. CLEAR does not intend for the CLEAR Services to bear on a consumer's credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics or mode of living under 15 U.S.C. § 1681a(d). Company represents that it will not use the CLEAR Services or any data received via or derived from the CLEAR Services in connection with establishing an individual's eligibility for a purpose, good, or service enumerated in 15 U.S.C. § 1681a(d), but rather solely for the Permitted Use expressly permitted in an applicable Order Form.

g. Continuous Development. Company acknowledges that CLEAR may continually develop, deliver and provide to Company ongoing innovation to the CLEAR Services. Accordingly, CLEAR reserves the right to modify the CLEAR Services from time to time. Some modifications will be provided to Company at no additional charge. CLEAR reserves the right, at CLEAR's sole discretion, to add and implement additional features, content or functionality to the CLEAR Resources without notice to Company provided that such additional features, content or functionality shall not materially degrade the function of the CLEAR Services as contemplated by the Parties.

4. **Additional Obligations of CLEAR.** CLEAR agrees:

a. To operate and make available the CLEAR Development Tools consistent with this Agreement and as set forth in the CLEAR Documentation and the Service Levels set forth on Exhibit B; provided that, CLEAR reserves the right to add materials and features to, and to discontinue offering, any of the materials and features that are currently a part of the CLEAR Services.

b. To transfer Authorized Data to Company via the Integration; the Parties agree that this will not include any biometric information.

c. To comply with the terms of the Data Security Addendum attached as Appendix A.

d. To perform its obligations and exercise its rights under this Agreement in accordance with Applicable Laws.

e. That it will not use Government Data for the purpose of training Artificial Intelligence/Machine Learning (AI/ML) models and systems without explicit written authorization from the Company contracting officer.

5. **Additional Obligations of Company.** Company agrees that:

a. Company will ensure that individuals have options other than CLEAR to access or utilize services or functions within or interacting with Company Platform(s).

b. Company agrees to use appropriate safeguards to prevent the use or disclosure of Authorized Data, other than as authorized and contemplated by the Agreement. Company will implement and maintain an industry-standard information security program that includes administrative, technical, and physical safeguards reasonably designed to protect the confidentiality, integrity, and availability of Authorized Data and in any event no less rigorous than required by Applicable Laws and official recommendations or guidance issued by applicable regulatory authorities. In the event Company becomes aware of any material weakness in its controls that could impact the security of Authorized Data, it will promptly notify CLEAR and cooperate with CLEAR in good faith with respect to any inquiries with respect to such finding.

c. Company will promptly push security updates identified or required by CLEAR to the Company Platforms, or other platforms, as applicable, and work in good faith with CLEAR to promptly apply and make any other security adjustments required or recommended by CLEAR. Further, at the request of Clear, Company will in a reasonable time frame remove or block the Company Platforms or platform versions that contain no longer supported or intentionally retired versions of the CLEAR Development Tools.

d. Company will promote the experience to potential users.

e. Company will handle direct communications and support of users and potential users that relate to Company Platform(s) (which shall include protocols on when to transfer to CLEAR customer service for support with CLEAR services).

f. Company will promptly delete the Authorized Data, in accordance with Section 4 of Exhibit A, after completion of the applicable Permitted Use.

g. Perform its obligations and exercise its rights under this Agreement in accordance with Applicable Laws

h. To the extent the Company is a middleware company, channel partner or similar company, Company will be responsible for identifying, engaging, and contracting with potential customers of the Company Platform and the Integration, subject to Company's compliance with any requirements of this Agreement.

i. To the extent the Company is a middleware company, channel partner or similar company, Company will provide CLEAR with advance written notice of any contemplated Company Partner Deployment that shall utilize the Integration, along with all information requested by CLEAR in order to evaluate any such contemplated Company Partner Deployment. CLEAR must provide prior written consent to any such Company Partner Deployment. Company agrees to work together in good faith with CLEAR prior to the deployment of any Company Partner Deployment as CLEAR may reasonably request to ensure that CLEAR and Company are aligned as to the terms of such Company Partner Deployment.

6. **Fees.**

a. Fees. The Parties shall agree on a fee structure in accordance with the GSA Schedule Pricelist in an applicable Order Form before production launch and any licenses granted by CLEAR in this Agreement regarding Company's use of the Integration in production shall not be effective until the Parties enter into such an arrangement. Until that point, no fees will be paid by either Party in connection with this Agreement, and each Party agrees to be responsible for its own expenses related to this Agreement.

b. Invoices. All fees are payable to CLEAR via Automated Clearing House (ACH) bank transfer within fifteen (15) days from Company's receipt of CLEAR's invoice.

c. Late Payment; Disputes. In the event Company disputes an invoice or a portion thereof, Company shall, in good faith, (1) submit a written notice to CLEAR per the notice requirements of these Terms (with an additional copy to accountsreceivable@clearme.com) within ten (10) days of receiving the invoice from CLEAR specifying the disputed amount and the basis for the dispute in reasonable detail; and (2) timely pay all undisputed portions of the amount due and payable.

d. Taxes. CLEAR shall state separately on invoices taxes excluded from the fees, and the Company 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).

7. **Term and Termination.**

a. Term. The Agreement shall commence on the Effective Date and continue for a period of one(1) years (the "**Initial Term**"), and thereafter may be renewed for additional one (1) year terms (each a "**Renewal Term**" and, together with the Initial Term, the "**Term**") by executing a written order for the successive Renewal Term. In the event that there is an Order Form in effect

with an expiration date after the end of the Term, the Term shall be automatically extended to be co-terminus with the Order Form Term.

b. Termination.

i. 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, CLEAR 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.

ii. Reserved.

iii. Reserved.

c. Effect of Termination. Upon either the termination or expiration of the Agreement, as applicable, both Parties' obligations under the Agreement shall cease and, except as expressly otherwise provided in this Agreement: (1) Company shall pay any outstanding fees owed CLEAR, (2) all rights, licenses, consents, and authorizations granted by either Party to the other hereunder will immediately terminate; (3) Company shall immediately cease all use of the Integration and the CLEAR Technology, as applicable; and (4) Company shall promptly take steps to remove the CLEAR Development Tools and references to CLEAR from Company Platform(s) and otherwise disable the Integration.

8. Confidentiality.

a. Each Party (as the "**Receiving Party**") acknowledges that it may gain access to Confidential Information of the other Party (the "**Disclosing Party**") in connection with this Agreement and/or working with CLEAR or engaging CLEAR's services. "**Confidential Information**" means any information of any type in any form that (i) is disclosed to or observed or obtained by one Party from the other Party (or from a person the recipient knows or reasonably should assume has an obligation of confidence to the other Party) in the course of, or by virtue of, this Agreement and/or working with CLEAR or engaging CLEAR's services and (ii) either is designated as confidential or proprietary in writing at the time of such disclosure or within a reasonable time thereafter or is of a nature that the Receiving Party knew or reasonably should have known, under the circumstances, would be regarded by the Disclosing Party or proprietary, including, but not limited to, reports, data, programs, drawings, specifications, plans, concepts, ideas, processes, procedures, designs, discoveries, inventions, financial information, software, technology and any other non-public information. Without limiting any other provisions of this Agreement, and whether or not otherwise meeting the criteria described herein, and the delivery mechanisms used by the Parties to exchange data, including, but not limited to via the Integration, shall be deemed conclusively to be Confidential Information. Confidential Information shall not include any information that (1) is now or becomes generally known or available to the public through no fault of the Receiving Party; (2) was known by the Receiving Party before receipt from the Disclosing Party without any obligation of confidentiality as to such information; (3) is rightfully obtained by the Receiving Party from a third-party without breach of any obligation to the Disclosing Party; or (4) is independently developed by the Receiving Party without use of or reference, or reliance upon, to any Confidential Information. In the event of any ambiguity as to

whether information is Confidential Information, the foregoing shall be interpreted strictly and there shall be a rebuttable presumption that such information is Confidential Information.

b. Each Party shall keep confidential all Confidential Information of the Disclosing Party, shall not use the Confidential Information of the other Party for any purpose other than to further the purpose of this Agreement, and shall exercise at least the same degree of care toward such material as the Receiving Party does with respect to its own confidential information of like nature and in no event less than a reasonable degree of care. The Receiving Party shall (1) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; (2) except as may be permitted by and subject to its compliance with Section 8(c), not disclose or permit access to Confidential Information other than to its employees, officers, directors, contractors or agents who: (i) need to know such Confidential Information for performance of its obligations or exercise of its rights in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth in this Section 8; and (3) not disclose, divulge, distribute, publish, transmit, transfer or disassemble the Confidential Information other than as provided herein.

c. If the Receiving Party or any of its employees, officers, directors, contractors or agents is compelled by Applicable Laws to disclose any Confidential Information then, to the extent permitted by Applicable Laws, the Receiving Party shall: (1) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy or waive its rights under this Section 8; and (2) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 9(c), the Receiving Party remains required by Applicable Laws to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose. CLEAR 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. If a Disclosing Party so requests at any time, the Receiving Party shall securely return or destroy promptly all copies, extracts, or other reproductions in whole or in part of the Confidential Information in its possession.

e. The Parties hereto covenant and agree that obligations under this Section 8 will survive the expiration, termination, or cancellation of this Agreement for a period of three (3) years, except for Confidential Information constituting a trade secret, with respect to which obligations under this Section 8 will survive the expiration, termination, or cancellation of this Agreement for so long as such Confidential Information remains a trade secret.

9. Intellectual Property.

a. No Assignment of Rights. Nothing in this Agreement grants either Party any right, title, or interest in or to the Intellectual Property Rights of the other Party by implication or otherwise, other than the specific rights expressly set forth in this Agreement. All rights not expressly granted herein are reserved.

b. CLEAR Technology. Subject solely to the express license granted by CLEAR under this Agreement, as between the parties, CLEAR retains exclusive ownership of all right, title, and interest in and to the CLEAR Technology and all modifications, improvements and derivative works thereof (including, without limitation, any portion of the CLEAR Technology or modifications, improvements or derivative works of the CLEAR Technology incorporated within the Integration) and all related Intellectual Property Rights. Company agrees to assign, and hereby assigns, to CLEAR all entire right, title, and interest that Company may have or acquire in the CLEAR Technology or any portion thereof and all modifications, improvements and derivative works thereof and all related Intellectual Property Rights.

c. Feedback. Any feedback, ideas, modifications, suggestions, improvements and the like made by Company with respect to the CLEAR Technology ("**Feedback**") will be owned exclusively by CLEAR. Company agrees to assign, and hereby assigns, to CLEAR all right, title and interest in and to all Feedback and all related Intellectual Property Rights. CLEAR may use Feedback or disclose Feedback to any Person and for any purpose whatsoever without any obligation to Company. CLEAR acknowledges that the ability to use this Agreement and any Feedback provided as a result of this Agreement in advertising is limited by GSAR 552.203-71.

d. Marks & Communications.

i. Ownership. For purposes of this Agreement, the Parties acknowledge that each of them is the sole and exclusive owner of and shall retain all right, title, and interest in and to all trade names, service marks, trademarks and logos now or in the future owned by or licensed to such Party and used in connection with communications regarding and the sale of such Party's products and services (collectively "**Marks**"), and neither Party shall, by virtue of this Agreement, or otherwise, have or obtain any rights in or to the Marks of the other Party.

ii. License. Subject to the provisions hereof and as may be designated in future agreed upon writings between the Parties as necessary to effectuate the terms of this Agreement: (1) Company hereby grants CLEAR a limited, non-transferable, non-exclusive, royalty-free, fully paid-up license to use Company's Marks during the Term; provided that each such specific use is subject to Company's express written consent (not to be unreasonably withheld, conditioned or delayed) and in accordance with any of Company's brand, use and quality guidelines provided to CLEAR in writing, and (2) CLEAR hereby grants Company a limited, non-transferable, non-exclusive, royalty-free, fully paid-up license to use CLEAR's Marks during the Term; provided that each such specific use is subject to CLEAR's prior written consent (not to be unreasonably withheld, conditioned or delayed) and in accordance with any of CLEAR's use and quality guidelines provided to Company in writing. Except as expressly provided in this Agreement, neither Party may use the name, logo, or any associated trademarks of the other Party or any of its subsidiaries as an endorsement in any way, without the prior written consent of the other Party.

iii. Communications. Each Party agrees: (i) that either Party may reference the fact of this Agreement and the general, publicly facing aspects of their collaboration ; (ii)reserved; (iii) that either Party may reference the fact of this Agreement with prospective partners and in general advertising and on its

website and other media to the extent permitted by the General Services Acquisition Regulation (GSAR) 552.203-71; (iv) to collaborate with the other to maximize usage and drive successful adoption of the services; and (v) to provide permission to the other to use their Marks related to this subsection, consistent with the license granted above.

iv. Press Release & Communications Plan. Neither Party will issue any press releases with respect to this Agreement without the written consent of the other Party (for the avoidance of doubt, any agreements in this regard in an Order Form shall take precedent).

10. Indemnification.

a. CLEAR Indemnification. CLEAR will indemnify, have the right to intervene to defend, and hold harmless Company, Company's Affiliates, and their respective officers, directors, employees, agents, successors and assigns of each of the foregoing (each a "**Company Indemnitee**") from and against any and all losses, liabilities, damages, judgments, awards, penalties, fines, costs, and expenses (collectively, "**Losses**") to the extent arising out of or related to a claim, suit, proceeding, or action (collectively, "**Claims**") made by a third-party (other than an Affiliate of Company) that the CLEAR Technology infringes a U.S. Intellectual Property Right, unless and to the extent the infringement arises from (i) modification of the CLEAR Technology by someone other than CLEAR, (ii) the combination, operation, or use of the CLEAR Technology with other intellectual property, technology, processes or information if such infringement could have been avoided but for such combination, operation, or use, (iii) Company's failure to comply with its obligations under this Agreement, or (iv) the use of the CLEAR Technology in a manner that is incidental to the infringement and where the infringement does not result primarily from the CLEAR Technology.

b. Reserved.

c. Indemnification Procedure. Each Party shall promptly notify the other Party of any action for which such Party believes it is entitled to be indemnified. The Party seeking indemnification (the "**Indemnitee**") agrees to cooperate with the other Party (the "**Indemnitor**") at the Indemnitor's cost and expense. The Indemnitor will take control of the defense and investigation of the action and employ counsel reasonably acceptable to the Indemnitee, at the Indemnitor's sole cost and expense; provided, however, the Indemnitor shall not enter into any settlement of the claim, suit, proceeding or action without the Indemnitee's prior written consent, which shall not be unreasonably withheld, delayed or conditioned. The Indemnitee's failure to perform any obligations under this Section will not relieve the Indemnitor of its obligations under this Section except to the extent that the Indemnitor can demonstrate that it has been prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.

d. Infringement Remedies. If all or any part of the CLEAR Technology is, or in the opinion of CLEAR may become, the subject of any claim or suit for infringement of any Intellectual Property Rights, CLEAR may, at its expense and at its election, and Company shall allow CLEAR to, (i) procure for Company the right to use the CLEAR Technology or the affected part thereof, (ii) replace the CLEAR Technology or affected part with other suitable technology, or (iii) modify the CLEAR Technology or affected part to make it non-infringing. If none of the foregoing

remedies are commercially feasible, either Party may terminate this Agreement upon notice to the other Party.

e. This Section 10 sets forth the Parties' sole remedies and the Parties' sole liability and obligation for any actual, threatened or alleged claims of infringement, misappropriation or violation by the CLEAR Technology of any third-party Intellectual Property Right.

11. **Representations and Warranties; Warranty Disclaimers.**

a. Mutual Representations and Warranties. Each Party represents and warrants that: (a) it is duly organized, validly existing and in good standing as a corporation or other entity under the Applicable Laws of the jurisdiction of its incorporation or other organization; (b) it has the full right, power and authority to enter into and perform its obligations and grant the rights, licenses, consents and authorizations it grants under this Agreement; (c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such Party; and (d) when executed and delivered by both Parties, this Agreement will constitute the legal, valid and binding obligation of such Party.

b. CLEAR Development Tools Warranty. CLEAR warrants to Company that, during the Term, the CLEAR Development Tools will substantially conform to the published functional specifications set forth in the CLEAR Documentation. Company's sole remedy, and CLEAR's entire liability, under the foregoing warranty shall be CLEAR's exercise of commercially reasonable efforts to promptly correct errors in the CLEAR Documentation that are identified by Company in a written notice to CLEAR or replacement of the CLEAR Development Tools, at CLEAR's sole expense.

c. Disclaimer of Warranties. The express warranties and representations set forth in this Agreement are in lieu of, and each Party disclaims, any and all other warranties, conditions, or representations (express, implied or statutory, oral or written), including, without limitation, any and all implied warranties or conditions of title, noninfringement, merchantability, quality (including, without limitation, as to the sequence, completeness, timeliness, adequacy, accuracy and/or reliability of the information or user data), or fitness or suitability for any purpose (whether or not a Party knows, has reason to know, has been advised, or otherwise is in fact aware of any such purpose), whether alleged to arise by law, by reason of custom or usage in the trade, by course of dealing, or otherwise. Except as expressly set forth in this Agreement the CLEAR Technology, including any data made available as part of the CLEAR Technology, is provided "as is" and "as available". Each Party expressly disclaims any warranty or representation to any person other than the other Party. While the Services may be used to assist Company in its compliance with applicable laws and regulations, Company acknowledges and agrees that it is solely responsible for its own legal and regulatory compliance obligations. Company also acknowledges and agrees that CLEAR disclaims any warranties, conditions or representations with respect to any data that CLEAR may obtain from a third party and that Company is solely responsible for any action or decision taken by Company or any other party using the Clear Technology, including any and all Losses incurred in connection therewith.

d. Consumer Services. Company acknowledges and agrees that CLEAR maintains consumer data and may, in its sole discretion at any time and without any prior notice obligation to Company, erase, purge or otherwise delete any data from the CLEAR Services as CLEAR sees fit or as required under Applicable Law. The Company shall be solely responsible for any

obligations relating to the retention of any such data, including any obligations under Applicable Law.

e. Data Minimization. Company represents and warrants that the Authorized Data requested by the Company shall contain no more than the minimum data elements necessary to enable Company to achieve the Permitted Use.

12.

Limitation of Liability. Neither Party or its Affiliates will be liable to the other Party hereunder for any indirect, incidental, consequential, special, exemplary, or punitive damages, or any damages for loss of profits, loss of goodwill, loss of data, interruption of service, loss of use, or loss of business or business opportunity, even if a Party has been advised of the possibility of such damages, or the cost of procurement of substitute goods, services, technology or rights. With the exception of Company's breach of its obligations in Section 3 and Section 6, a Party's breach of its obligations under Section 8, and each Party's indemnification obligations under this Agreement, the aggregate liability of either Party and its respective Affiliates for any reason under this Agreement (including breach of contract, negligence, strict liability, misrepresentations, and any other theory) will be limited to the amount paid for the amount paid for the CLEAR Development Tools, CLEAR Systems, or CLEAR Technology. The parties acknowledge that CLEAR has set its prices and entered into this Agreement in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in this Agreement. The parties acknowledge that the limitation and exclusions of liability and disclaimers specified in this Agreement will survive termination of this Agreement.

13. Miscellaneous.

a. Notice. All notices must be in writing, signed by the Party giving the notices, and effected by personal delivery (in which case such notices shall be deemed given when so delivered), by recognized overnight courier, properly addressed and pre-paid, with next-business-day instruction (in which case such notices shall be deemed given on the next business day after deposit), by certified or registered U.S. Mail, properly addressed and postage pre-paid, from within the United States (in which case such notices shall be deemed given on the third business day after deposit), or by electronic mail (in which case such notices shall be deemed given when sent). Either Party may change its address for purposes of notice by notice thereof to the other Party as provided herein.

i. Notices to CLEAR. Notices that should or may be given to CLEAR shall be addressed to CLEAR and physical address provided above. Such notices shall be sent to the attention of the CEO. Company must send a separate physical copy of any such notice to the attention of the General Counsel's Office at the same physical address, as well as an electronic copy to legal@clearme.com.

ii. Notices to Company. Such notices that should or may be given to Company shall be addressed to the defined Company entity and the email and/or physical address provided below. Such notices shall be sent to the attention of Company's duly authorized representative signing this Agreement.

COMPANY:

[Legal Name]

[Attn:]

[Address]

[Email]

COPY TO:

[Legal Name]

[Attn:]

[Address]

[Email]

b. Assignment. This Agreement cannot be assigned by either Party without the prior written consent of the other Party; provided, however, that either Party may assign this Agreement to an Affiliate or to any person or entity that acquires by sale, merger, or otherwise all or substantially all of its assets or equity interests in accordance with the provisions set forth at FAR 42.1204; further, provided, however, that Company may not assign this Agreement to a competitor of CLEAR, which shall be determined in CLEAR's sole discretion. Any attempted assignment or delegation in violation of this Section will be null, void and of no effect.

c. Reserved.

i. .

d. Governing Law and Venue. This Agreement shall be governed by and construed in accordance with the Federal laws of the United States.

e. Equipment and Ancillary Services. Each Party shall be responsible for selecting, obtaining, and maintaining any equipment, items, and ancillary services needed to effectuate its obligations under this Agreement.

f. Reserved.

g. Waiver. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of, any right or remedy as to subsequent events.

h. Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable by a court or other government body of competent jurisdiction, then (i) the validity and enforceability of all provisions of this Agreement not ruled to be invalid or unenforceable will be unaffected; (ii) the effect of the ruling will be limited to the jurisdiction of the court or other government body making the ruling; (iii) the provision(s) held wholly or partly invalid or unenforceable would be deemed amended, and the court or other government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein; and (iv) if the ruling, and/or the controlling principle of law or equity leading to the ruling, subsequently is overruled, modified, or amended by legislative, judicial or administrative action, then the provision(s) in question as originally set forth in this Agreement will be deemed valid and enforceable to the maximum extent permitted by the new controlling principle of law or equity.

i. No Third-Party Beneficiaries. No provision of this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever, and any implication to the contrary is expressly disclaimed by each Party.

j. Relationship of the Parties. Nothing contained herein shall be deemed to create any agency, partnership, joint venture or other relationship between the Parties or any of their Affiliates. Neither Party shall have the right, power, or authority under this Agreement to create any duty or obligation on behalf of the other Party.

k. Construction. This Agreement has been negotiated by each of the Parties and their respective counsel, and it will be fairly interpreted in accordance with its terms and without any strict construction in favor of or against either Party.

l. Headings. The headings of the sections used in this Agreement are included for convenience only and are not to be used in construing or interpreting this Agreement.

m. Entire Agreement. This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof. No prior or contemporaneous representations, inducements, promises, or agreements, oral or otherwise, between the Parties with reference thereto will be of any force or effect. Each Party represents and warrants that, in entering into and performing its obligations under this Agreement, it does not and will not rely on any promise, inducement, or representation allegedly made by or on behalf of the other Party with respect to the subject matter hereof, nor on any course of dealing or custom and usage in the trade, except as such promise, inducement, or representation may be expressly set forth herein.

n. Amendments. This Agreement may not be modified, nor shall any provision hereof be waived or amended, except in a writing duly signed by authorized representatives of the Parties; provided, however, that upon the enactment of any law or regulation, or on the publication of any decision of a court of competent jurisdiction, materially and adversely affecting CLEAR's ability to perform under this Agreement, CLEAR may, by written notice, propose to amend this Agreement in such a manner as CLEAR reasonably determines necessary to comply therewith, and such proposed amendment shall become operative unless Company rejects such amendment by written notice within 30 days thereafter, in which case, unless the Parties agree on an amendment within 30 days after Company's notice, CLEAR may terminate this Agreement by written notice to Company.

o. Force Majeure. In accordance with GSAR Clause 552.212-4(f), Neither Party shall be in breach of this Agreement as a result of, or liable for, any delay in performance or any failure in performance caused in whole or in part by reason of force majeure, which shall be deemed to include the occurrence of any event beyond the reasonable control of such Party and not due to such Party's own fault or negligence or that of its contractors or representatives or other persons acting on its behalf, including, without limitation, war (whether an actual declaration thereof is made or not); sabotage; insurrection; riot; acts of terrorists or criminals; acts of civil disobedience; actions of a public enemy; acts of domestic or foreign governments; strikes or other labor unrest or problems; disruptions in communications, power, or other utilities; nuclear or other civil or military emergencies; accidents; fires; explosions; floods; severe weather; storms; earthquakes, natural disasters; epidemics; pandemics; acts of God; and changes in any law or regulation. The affected Party will use reasonable efforts, under the circumstances, to notify the other Party of the circumstances causing the delay and to resume performance as soon as possible. In the

event a force majeure event continues for more than 30 consecutive days, the non-affected Party will have the right to terminate this Agreement upon written notice to the affected Party.

p. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. Signatures submitted via facsimile or electronic signature shall have the same force and effect as originals. For purposes hereof, an electronic copy of this Agreement, including the signature pages hereto, will be deemed to be an original.

q. Further Assurances. Upon a Party's reasonable request, the other Party shall, at the requesting Party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

r. Survival. The provisions set forth herein concerning Confidential Information, indemnification, post-termination rights and obligations, and any other provision that, by its nature, is intended to survive this Agreement shall survive any termination or expiration of this Agreement except as otherwise expressly set forth in this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representatives as of the Effective Date.

CLEAR:

COMPANY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ORDER FORM #1

This Order Form #1 (the “**Order Form**”) is entered into by and between CLEAR and Company as of the Order Form Effective Date and is subject to the terms and conditions set forth herein and the Digital Identity Integration and License Agreement between CLEAR and the Company with an Effective Date as set forth below (the “**Agreement**”). Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement and, as applicable, its associated Exhibits, Amendments or Addenda.

NOW, THEREFORE, in consideration of the mutual covenants, terms and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

<u>Company Name</u>	[Name]	<u>Agreement Effective Date</u>	[Date]
<u>Order Form Effective Date</u>	[Date]	<u>Order Form End Date</u>	[[number] years ([number]) from the Order Form Effective Date]
<u>Order Form Term</u>	The term of this Order Form shall begin as of the Order Form Effective Date and terminate on the Order Form End Date unless otherwise terminated in accordance with Section 7 of the Agreement. This Order Form may be renewed for additional one (1) year terms (each a “ Renewal Term ”) by executing a written order for the Renewal Term. In the event of such a renewal, the Order Form End Date shall be deemed to the last date of such Renewal Term.		
<u>Order Form Definitions</u>	In addition to any defined terms defined elsewhere in the Agreement or this Order Form, the following definitions apply to this Order Form. “ First Time Verification ” shall be the point at which a user engages in their first Transaction with CLEAR in relation to the Integration. “ Ongoing Verification ” shall refer to Transactions by a user after the First Time Verification.		
<u>Authorized Territory</u>	United States and its territories		
<u>Product</u>	Account Creation; Account Management		
<u>Company Platforms</u>	[Describe]		
<u>Permitted Use</u>	<ul style="list-style-type: none"> i. Account Creation: For enrollment, authentication and/or sign-on processes into the Company Platforms and for such purposes as may be authorized by Company in accordance with the Company’s terms of service and privacy policy and other policies and procedures. ii. Account Management: To compare the Authorized Data against Company’s existing records to validate a CLEAR User’s identity to reset the password of a CLEAR User who has an existing account with Company. 		
<u>Fees</u>	[TBD]		
<u>Additional Terms</u>	<ul style="list-style-type: none"> i. To the extent Company is using the Integration for Account Creation, Company represents and agrees that, prior to asking its users to transition 		

	<p>to CLEAR's environment, Company's UX shall clearly disclose to the user that they transferring to CLEAR's environment for purposes of facilitating the creation of a persistent account.</p> <ul style="list-style-type: none">ii. To the extent Company is using the Integration for Account Creation, Sections 4 and 5 of the Exhibit A (Data Privacy Addendum) to the Terms shall not apply.iii. To the extent Company is using the Integration for Account Management, Company agrees to delete any Authorized Data provided by CLEAR to confirm a match to Company's existing records that does not match with the Company's existing records no later than thirty (30) days after receipt.iv. The Integration will be made available to both new and existing CLEAR Users.
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[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Order Form to be executed and delivered by their duly authorized representatives as of the Order Form Effective Date.

CLEAR:

COMPANY:

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A: Data Security Addendum

1. **Access.** Company employs access control mechanisms that are intended to prevent unauthorized access to Authorized Data; limit access to users who have a business need to know; ensure passwords are configured in accordance with industry standards and best practices; and require multi-factor authentication for remote access to all networks storing or transmitting Authorized Data.
2. **Network Security.** Company deploys firewall technology in the operation of the Company's digital assets; deploys an intrusion detection system to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host; and implements network segmentation between the corporate enterprise network and hosting environment for Authorized Data.
3. **Encryption.** Company utilizes industry standard encryption algorithms and key strengths to encrypt all Authorized Data in electronic form; safeguards the security and confidentiality of all encryption keys associated with encrypted Authorized Data; employs capabilities to detect any unauthorized transfers of Authorized Data; and shall maintain logs of all key events such as those that have the potential to impact the confidentiality, integrity and availability of Authorized Data.
4. **Data Use & Restrictions.** Company will not use Authorized Data for its own purposes or for the purpose of any affiliate or third-party, including for any marketing purposes, except as otherwise permitted under the Agreement or this Appendix. Except as authorized by the Agreement or this Appendix, Company will logically segregate Authorized Data from its other customers' data and, immediately following the earlier of (i) completion of any applicable Permitted Use and (ii) termination or expiration of the Agreement, dispose of Authorized Data in a method that renders the data unrecoverable, to the extent reasonably possible, in accordance with industry practices for wiping of electronic media (e.g. NIST SP 800-88).
5. **Third Parties/Subcontractors.** Company may engage third-party Subcontractors in connection with its performance of terms under this Agreement. Company shall enter into a written contract with any such Subcontractor that imposes on the Subcontractor obligations equivalent to Company's obligations under this Agreement, including to comply with Data Protection Laws. Upon request, Company shall provide CLEAR with a current list of the names and contact information of any Subcontractors. Company shall remain at all times accountable and responsible for all actions by such third parties with respect to the disclosed Authorized Data.
6. **Incident Response & Notification.** Company is responsible for any and all data breach or other incident that has resulted, or is reasonably likely to result, in any accidental, unauthorized or unlawful destruction, loss, alteration, disclosure of, access to or corruption of Authorized Data that is handled by, or on behalf of, the Company (a "**Security Incident**"). Company shall have an incident response policy and procedures that outline roles and responsibilities for promptly responding and recovering from Security Incidents, and for proper communication and reporting. Company shall notify CLEAR in writing, at trust@clearme.com, or by phone at (737) 214-3823, of known or suspected Security Incidents within twenty-four (24) hours of discovery. Company will

indemnify, defend, and hold Harmless the CLEAR Indemnitees from any Losses arising out of or relating to a Security Incident.

7. Audit Rights. Company shall, at least once annually, provide CLEAR with the results of any audit by or on behalf of Company that assesses the effectiveness of Company's information security program as relevant to the security and confidentiality of Authorized Data shared during the course of this Agreement, including without limitation Service Organization Controls ("**SOC**") reports, ISO 27001/2 certifications, or industry-specific certifications or attestations and make available an appropriately senior representative of Company's information security team to meet with CLEAR's information security team to discuss any questions or concerns CLEAR may have regarding Company's information security program.
8. Security Assessment. CLEAR, or its designated subcontractors, may from time to time assess the design, implementation, and operating effectiveness of Company's compliance with this Exhibit. Additionally, from time to time upon CLEAR's request, Company shall submit to a security controls assessment conducted by CLEAR or its designated subcontractors. Any assessment performed pursuant to this Section is referred to as a "**Security Assessment**". To the extent that the Security Assessment identifies any risks or deficiencies for which remediation is required, such remediation requirements or compensating controls (and the timeframes within which they must be successfully implemented) will be set forth in a corrective action plan. Company's failure to complete any remediation requirements set forth in a corrective action plan within the required timeframe shall be deemed to be a material breach of the Agreement and CLEAR shall have the right to terminate the Agreement by providing written notice to Company.

Exhibit B: Service Levels

1. Uptime Commitment: CLEAR will provide system Availability (as defined below) for services that are within CLEAR's Immediate Control and necessary to fulfill CLEAR's obligations under the Agreement (hereinafter the "**Services**") of at least 99.5% each month as calculated below.

2. Definitions:

"**Availability**" is calculated as: the $([\# \text{ of minutes in month}] - [\# \text{ of minutes per month of Unavailability}]) / [\# \text{ of minutes in month}] \times 100$ (and expressed as a percentage).

"**Immediate Control**" shall include: (a) the CLEAR mobile app, (b) any network connectivity that is controlled by CLEAR; and (c) CLEAR's servers running in cloud infrastructure necessary to power the Services.

"**Scheduled Downtime**" equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, OS, network, database, application software maintenance, repair, upgrades, and updates to the Services. CLEAR will generally have Scheduled Downtime only occur between the hours of 12:00 a.m. and 9:00 a.m. Eastern Time; provided, however, that CLEAR may schedule outside of that time frame, where operationally needed, in CLEAR's sole discretion. The amount of Scheduled Downtime may vary from month to month depending on the level of change to the Services; provided, however, that in no event may Scheduled Downtime in any month exceed 8 hours without notice. CLEAR shall endeavor to minimize Scheduled Downtime and shall engage in continuous development and other technological improvement of the Services with the aspiration of achieving 100% Availability.

"**Service Incident**" means an incident that disrupts the Services and meets one of the categories set forth in the chart in Section 3 below.

"**Unavailable**" or "**Unavailability**" means the Services in CLEAR's Immediate Control are not available for access and use through Company's working and stable internet connection (or publicly available, working and stable internet), excluding: (1) Scheduled Downtime; (2) events that are outside CLEAR's reasonable control, such as internet outages, a force majeure event or technical issues from an applicable third-party middleware provider where CLEAR provides the Services directly to or through them; (3) issues arising from misuse or mis-configuration of the Services, including, if and where applicable, hardware and CLEAR's native SDK, by Company or its agents, customers, third-party contractors, an applicable third-party middleware provider, or any such entity's failure to comply with its obligations hereunder; and/or (4) errors with a user's device, internet connection or user error that cannot be attributed to a failure by CLEAR.

3. Service Incidents:

To contact CLEAR regarding any Service incidents, Company may submit a support ticket at PartnerSupport@clearme.com. Each Service incident reported by Company will be classified according to the chart below. CLEAR shall promptly classify each Service incident and notify Company of such classification; provided, (i) that CLEAR may reasonably reclassify Service Incidents upon investigation of the Service Incident and receipt of more information and (ii) if Company disagrees with CLEAR’s classification of a Service incident, Company may communicate such disagreement to CLEAR, which communication will include a description of the impact on Company’s operations and ability to use the Services (and all material functionality thereof) and CLEAR shall take such information into account in classifying or reclassifying the applicable Service incident. Upon receipt of a support ticket of a Service incident from Company, CLEAR will commence resolution of such incident and notify Company of such commencement in writing (email shall suffice) in accordance with the response times set forth for each classification according to the table below (with respect to each incident, the “**Response Time Commitment**”). CLEAR will be available to respond to, and resolve, P0 and P1 issues 24/7 and P2 issues during Business Hours. “**Business Hours**” are defined as Monday through Friday from 9:00 am to 5:00 pm Eastern Time, excluding US federal holidays.

- b. After an incident is resolved, or when sufficient information is available for a determination to be made, CLEAR will determine whether a Service Incident constitutes Unavailability. A P0 or P1 Service Incident shall be considered Unavailability so long as it is related to a Service within CLEAR’s Immediate Control and unless caused by one of the exclusions set forth in the definition of Unavailability. P2 Service Incidents will not be considered Unavailability.

Incident Level	Incident Description	Target Response Time	Subsequent Status Update to Company
P0	Services are completely unavailable or completely operationally impaired to a degree that the Services cannot functionally be used by Company.	20 minutes or less (24/7)	Every 3 hours
P1	Significant and material operational impairment of the Services or an entire material component of the Services which is not a P0 incident (e.g., a significant functional component of the Services is unavailable, and/or Company’s use of the Services overall is significantly impaired).	45 minutes	Every 5 hours
P2	An operational impairment of the Services or unavailability of component that is not a P0 or P1 incident, where Company’s use of the Services or a component of the Services is impaired, but the Services are materially operational.	8 Business Hours	Daily (During Business Hours)

- 4. Service Level Credits. Notwithstanding anything to the contrary, Company’s sole and exclusive remedy, and CLEAR’s sole and exclusive liability, in the event CLEAR fails to meet

the Availability targets set forth below shall be for Company to receive a Service Credit in accordance with the terms of this Section. Remedies will not accrue (i.e., no Service Credits will be issued and an outage will not be considered Unavailability for purposes of this SLA) if Company is not current in its payment obligations either when the outage occurs or when the Service Credit would otherwise be issued. To receive Service Credits, Company must (a) have notified CLEAR of the alleged incident when it happened, with sufficient time for CLEAR to investigate and determine the reason for the outage and (b) have submitted a written request within fifteen (15) days after the end of the month in which the Services were Unavailable. The Parties agree that, to the extent that any Service Credits are payable to Company, such Service Credits are price reductions reflecting the diminished value of the Services as a result of the failure to meet or exceed the Uptime Commitment and are not a penalty. Any Service Credits owed to Company shall be paid in the form of credits against future fees owed by Company under the Agreement. Unless otherwise directed by Company, any Service Credits owed to Company will be applied to the next payment owed by Company to CLEAR under the Agreement. CLEAR will credit Company a percentage of Company's User Fees for the month affected based on the following chart (the "**Service Credit**"):

5. Service Credits for Failure to Meet the Uptime Commitment.

Monthly Availability	Service Credit % of Monthly User Fees
<99.5-99.0%	2.5%
<99.0%-98.5%	5%
<98.5%-98.0%	10%
<98.0%	20%

APPENDIX A
DATA SECURITY ADDENDUM

1. CLEAR agrees to use appropriate safeguards to prevent the use or disclosure of CLEAR Data, other than as authorized and contemplated by the Agreement, CLEAR Users and the CLEAR User Terms and Privacy Policy. CLEAR will implement industry-standard administrative safeguards, physical safeguards, technical safeguards, policies, procedures, and documentation requirements that reasonably, adequately and appropriately protect the confidentiality, integrity, and availability of any of CLEAR Data, and in any event no less rigorous than required by applicable law and official recommendations or guidance issued by applicable regulatory authorities.
2. CLEAR employs access control mechanisms that are intended to prevent unauthorized access to CLEAR Data; limit access to users who have a business need to know; ensure passwords are configured in accordance with industry standards and best practices; and require multi-factor authentication for remote access to all networks storing or transmitting CLEAR Data.
3. CLEAR deploys firewall technology in the operation of the CLEAR sites; deploys an intrusion detection system to generate, monitor, and respond to alerts which could indicate potential compromise of the network and/or host; and implements network segmentation between the corporate enterprise network and hosting environment for CLEAR Data.
4. CLEAR utilizes industry standard encryption algorithms and key strengths to encrypt CLEAR Data in electronic form; safeguards the security and confidentiality of encryption keys associated with encrypted CLEAR Data; employs capabilities to detect unauthorized transfers of CLEAR Data; and, maintains logs of key events such as those that have the potential to impact the confidentiality, integrity and availability of CLEAR Data.
5. CLEAR agrees to promptly take appropriate remedial measures in the event it becomes known to CLEAR of any actual, potential or attempted security breach that results in any unpermitted use, access or disclosure of CLEAR Data.
6. Nothing in this Addendum constitutes an admission, concession, or indication that Customer or CLEAR constitutes or comprises a covered entity, as that term is defined in 45 C.F.R. § 160.103, or under federal security and privacy statutes and regulations issued pursuant to HIPAA and/or the HITECH Act or any of their implementing regulations.