

CERTIFIDLLC
END USER LICENSE AGREEMENT (“EULA”)
For Enterprise Users

1. Agreement to Be Bound. YOUR USE AND ACCESS OF THE CERTIFID PLATFORM (AND ANY UPGRADES, FIXES AND IMPROVEMENTS THERETO) PROVIDED BY CERTIFID, LLC (“CERTIFID”) AND ACCESSED THROUGH A CERTIFID WEBSITE OR WEBSITE OF ONE OF CERTIFID’S SERVICE PROVIDERS (COLLECTIVELY, THE “SOLUTION”) TO PROVIDE A SOLUTION AND ACCESS TO THE CERTIFID PLATFORM TO TAKE VARIOUS ACTIONS AND USE THE CERTIFID PLATFORM AS PROVIDED IN THIS AGREEMENT (THE “SERVICES”), CONSTITUTES YOUR AGREEMENT TO BE BOUND BY AND YOUR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS EULA AND THAT YOU ARE AUTHORIZED TO ENTER INTO THIS AGREEMENT. THIS EULA SETS FOR THE TERMS UPON WHICH YOU ARE AUTHORIZED TO ACCESS THE SERVICES WITH THE SOLUTION. IN THE EVENT THAT YOU CHOOSE NOT TO ENTER INTO THIS LICENSE, YOU MUST NOT USE THE SOLUTION AND, IF APPLICABLE, MUST IMMEDIATELY TERMINATE ACCESS TO THE SOLUTION AND NOT USE THE SERVICES. THIS EULA IS SOLELY BETWEEN YOU AND CERTIFID.

TO USE THE SOLUTION, IN ADDITION TO THIS EULA, YOU OR YOUR EMPLOYER, OR YOUR PRINCIPAL, MUST AGREE WITH THE MASTER ACCESS LICENSE AGREEMENT (THE “MASTER AGREEMENT”) GOVERNING THE ACCESS TO THE SOLUTION AND PROVISION OF THE SERVICE BY CERTIFID OR CERTIFID’S SERVICE PROVIDERS THROUGH THE SOLUTION. THE MASTER AGREEMENT IS REQUIRED BEFORE ANY USE OF THE SOLUTION. THIS EULA MAY ALSO BE ACCESSED AT ANY TIME BY VISITING WWW.CERTIFID.COM/EULA

2. Grant of License. This End-User License Agreement grants you (subject to the terms and conditions herein and any modifications to these terms in the future) a limited non-exclusive, non-transferable, non-sublicensable, and revocable license to access the Services using the Solution, and to use any content and documentation solely for the internal business purposes of your employer or principal in accordance with the written materials accompanying the Solution or otherwise provided by Certifid (“Documentation”) and any restrictions in this EULA or the Master Agreement. You shall not (a) make the Solution available to anyone other person, (b) sell, resell, rent or lease the Solution, (c) use the Solution to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) access personally identifiable information for any reason other than verifying identity for employer or principal, (e) use the Solution to store or transmit malicious code, (f) interfere with or disrupt the integrity or performance of the Solution or third-party data contained therein, or (g) attempt to gain unauthorized access to the Solution or its related systems and/or networks.

3. Ownership. All rights, title and interest in and to the Solution, content and Documentation and all of the rights associated with the Solution, content and Documentation are owned by Certifid or Certifid’s Service Providers, and any related documentation, materials created or generated by Certifid as well as the specifications, technology and all intellectual property or other rights in the foregoing, including but not limited to any and all modifications and derivative works. The Solution, content and Documentation are provided only under a license subject to the terms and conditions of this EULA and the license terms and restrictions in the Master Agreement, and Certifid reserves all rights not expressly granted to you in this EULA. No implied licenses are granted. The Solution, content and Documentation are protected by United States intellectual property laws, including, without limitation, those related to copyrights. You must therefore treat the Solution, content and Documentation like any other copyrighted material (e.g., a book or musical recording). You may not make derivative works of the Solution, content or Documentation.

4. Trade Secret Protection. The source code and underlying algorithms for the Solution are a trade secret of CertifID, and the Solution, content and Documentation include proprietary information. You shall not, in whole or in part, reverse engineer, decompile, disassemble, modify, or use any other methods to access or change the source code or algorithms for the Solution. You shall safeguard the Solution, content and Documentation both during the term of this EULA and thereafter, and shall limit the use of such information to the exercise of the rights granted under this EULA. You shall safeguard the Solution, content and Documentation in accordance with the practices and procedures and standards of care used to protect your own proprietary information of like nature, but at a minimum you shall use due and reasonable care in such safeguarding. If proprietary information is disclosed despite the exercise of the degree of care required under this paragraph, you will notify CertifID in writing and, at your expense, take all necessary actions, legal or otherwise, necessary to recover the disclosed proprietary information.

5. Other Restrictions. You may not rent, sublicense, transfer, assign, lease, or provide a service bureau or timeshare service for the Services, Solution, content or the Documentation, and shall not otherwise make the Services, Solution, content or Documentation available to third parties for any reason. Any such renting, sublicensing, transferring, assigning or leasing of the Solution or Documentation will immediately terminate your right to use the Solution and Services, unless previously approved in writing by CertifID. Except as provided in the Documentation, you shall not use other software programs or code that are not supplied by CertifID to interact with the Solution, including software programs or code that modify the functionality, output, algorithms, control sequences or process of the Solution or that act as an interface between the Solution and other products. You shall only use the Solution as supplied by CertifID. You also agree to not allow or permit others, directly or indirectly (including but not limited to the use of wizards, agents, bots, or other utilities), to perform any of the actions prohibited in this Section 5.

6. Security. Access to Solution, content and Documentation is enabled only through the use of a unique individual User ID and Password. In no event shall you share your User ID and/or Password with any third party or allow another person to access the Services or Solution, content or Documentation using your User ID and Password. You shall notify CertifID immediately if you have any reason to believe that your User ID or Password has been lost or compromised or misused in any way. You are fully and solely responsible for any and all use of the Services and the Solution using your User ID and password. CertifID reserves the right to revoke or deactivate your account or access to the Solution at any time. You understand and agree that the Solution uses a data connection through the Internet to communicate and provide access to the Solution, and by using the Solution you agree that data connections and transmissions through the Internet are never completely private or secure, and that you understand that any message or information you send to or receive from the Solution, including during provision of the Services, may be read or intercepted by others, even though CertifID uses industry standard practices for protecting against such reading or interception by others, and even if there is a special notice that a particular transmission is encrypted.

7. Support. CertifID does not offer support for the Solution other than the provision of updates, patches, bug fixes and new versions through a Service Provider, to be determined in CertifID's sole discretion. You must use an operating system, software and web browser that meet the requirements set forth in the Documentation, as updated from time to time, to access the Services and the Solution.

8. Acceptable Use. You agree not to access or use Solution, Services, content and/or Documentation in an unlawful way or for an unlawful or illegitimate purpose. You shall not post, transmit or store (a) a message or information under a false name; (b) information that is unlawful, libelous, defamatory, obscene, fraudulent, predatory of minors, harassing, threatening or hateful to any

person; or (c) information that infringes or violates any of the intellectual property rights of others or the privacy or publicity rights of others; (d) upload or provide false information through the application; or (e) test the Solution or Services. You shall not attempt to disrupt the operation of Solution or Services through use of methods such as viruses, Trojan horses, worms, time bombs, denial of service attacks, flooding or spamming. You shall not use Services or Solution in any manner that could damage, disable or impair our services or networks. You shall not attempt to gain unauthorized access to any user accounts or computer systems or networks, through hacking, password mining or any other means. You shall not use any robot, scraper or other means to access Services or Solution for any purpose.

9. Record Retention. CertifID and its Service Providers reserve complete and sole discretion with respect to the operation and use of Solution and provision and operation of the Services. CertifID and its Service Providers may collect, retain, and use records and other data and information relating to your use of the Solution and Services, including but not limited to, the history of use. CertifID may also, among other things, withdraw, suspend or discontinue the Solution or Services or any functionality or feature of Services and Solution. Unless otherwise agreed in writing, CertifID is not responsible for maintaining data arising from the use of Services and Solution. CertifID reserves the right to maintain, delete or destroy all communications and materials posted or uploaded, or queries and input received pursuant to any internal record retention and/or destruction policies as such policies may be amended from time to time.

10. Non-Disclosure and Confidentiality. In using Solution and Services, you will have access to confidential information of CertifID and its Service Providers, including but not limited to the content and Documentation (“Confidential Information”) that may include, but is not limited to, software, codes, technology, logic, techniques, formats, tools, designs, concepts, methods, processes, ideas, functional specifications, technical materials and information, and related documentation. “Personal Information” means information (including both public and nonpublic information) that: (i) identifies or can be used to identify, contact or locate an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions and other personal identifiers). Personal Information shall also include any non-public personal information regarding any individual that is subject to applicable national, state, regional, and/or local laws and regulations governing the privacy, security, confidentiality and protection of non-public personal information. For purposes of this Agreement, all Personal Information shall be considered “Confidential Information”.

You agree to maintain and safeguard vigilantly the privacy and security of all Confidential Information. You shall implement and maintain appropriate safeguards to protect the confidentiality, integrity, and availability of all Confidential Information, to protect against reasonably anticipated threats or hazards, and to prevent use or disclosure of Confidential Information accessed through the Services other than as permitted by this Agreement or required by law. Such safeguards shall comply with all applicable federal, state, and local requirements and with security measures and controls that may be required from time to time by CertifID and its licensors and suppliers.

Without limiting the foregoing, you agree to undertake all necessary measures to ensure the privacy and security of all Confidential Information including without limitation: (i) to use Solution and any Confidential Information only as needed to receive Services; (ii) not to access, use or disclose any Confidential Information that you have no legitimate authorization to access, use or disclose; (iii) not to access Solution, or any Confidential Information for any other individual or any unauthorized third party; (iv) to restrict physical and system access to Solution as well as any equipment which contains Confidential Information; and (v) implementing procedures to ensure no computer or terminal with live access to the Solution is left unattended at any time.

You immediately shall notify, and cooperate fully with CertifID in the event you discover or suspect: (a) any unauthorized use of or access to the Solution or Confidential Information; (b) any inappropriate use or disclosure of information contained in Solution, content or Documentation or obtained through use of Solution; (c) the recognition or introduction of any virus, worms, trojan horses and other destructive items; (d) any Security Incident (as defined in the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR parts 160, 162 and 164 and any applicable state law). If in the opinion of CertifID, a breach has affected or may affect any other user or any individual whose PHI is contained on the Solution, then CertifID, in its discretion, may notify such Services user or individual of the breach or may require you to immediately notify such user or individual of the breach, or (e) any other security incident that causes disclosure of any Personal Information.

11. Notification. You agree to notify CertifID immediately if you become aware of any incident, error or adverse event arising out of any conversation, advice or service rendered to you using the Solution which may reasonably be expected to give rise to a claim being made by you or if you have been named in any claim or suit arising out of any conversation, advice or service rendered by you using the Solution.

12. Violation of this Agreement. You acknowledge that your access to the Solution shall be immediately suspended and this Agreement shall be terminated if you violate any provision of this Agreement. You acknowledge and agree that a violation of this Agreement by you will result in irreparable injury for which monetary damages are an inadequate remedy that will entitle CertifID to obtain, without the posting of any bond or other security, a court order prohibiting you from using Solution, Services, or any Confidential Information.

13. Intellectual Property. All of the content available on or through Solution, uploaded to the Solution, or shared during provision of the Services is the property of CertifID or its licensors and is protected by copyright, trademark, patent, trade secret and other intellectual property law. CertifID gives you permission to display, download, store and print the content only for your personal use to connect to the Solution to access Services. You agree not to reproduce, retransmit, distribute, disseminate, sell, publish, broadcast, or circulate the content received through the Solution to anyone, including but not limited to others in your organization. Any copy made of information obtained through the Solution must include the copyright notice. All software and accompanying documentation made available for download from the Solution is the copyrighted work of CertifID or its licensors. All CertifID trade and service names, including, but not limited to "CertifID™" are trademarks of CertifID or its licensors. All other brands and names are the property of their respective owners. Nothing contained in this Agreement or in the Solution should be construed as granting any license or right to use any trademark of CertifID or its licensors or suppliers without the express written permission of CertifID or such third-party that may own the trademark.

14. Links. Areas accessed using the Solution may contain links to other web sites. Please note that when you click on any of these links, you are entering another web site for which we have no responsibility or control. The inclusion of any link does not imply affiliation, endorsement or adoption by us of the linked site or any medical or other information contained therein. CertifID encourages you to read the terms and conditions, data-gathering practice and privacy policies of all linked sites as they may materially differ from ours. You agree that CertifID shall not be responsible for any loss or damage of any sort incurred as a result of any such links or as the result of the presence of such links on this site. It is up to you to take precautions to ensure that whatever linked material you select is free of items such as viruses, worms, trojan horses and other destructive items.

15. Third Party Materials. The Solution, content and Documentation may also contain or be provided with third party materials, including software, owned, controlled, or licensed by third parties. Any such third party materials are provided for your use as a convenience and your use of such materials

is subject to the license terms or other terms and conditions of the applicable third party and applicable to such materials, which shall, in all events, control over the terms of this EULA in the event of a conflict, with respect to such Third Party Materials.

16. Limited Warranty. UNLESS OTHERWISE AGREED WITH YOUR EMPLOYER OR PRINCIPAL IN A WRITTEN MASTER AGREEMENT ACCESS TO THE SERVICES AND USE OF THE SOLUTION AND THE INFORMATION CONTAINED VIA THE SOLUTION, THE SERVICES, THE DOCUMENTATION AND THE CONTENT IS PROVIDED “AS IS” AND “AS AVAILABLE” WITHOUT ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CERTIFID DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

WITHOUT LIMITING THE FOREGOING, CERTIFID DOES NOT WARRANT THAT THE SOLUTION OR ACCESS TO THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, WILL BE COMPATIBLE WITH ANY HARDWARE OR SYSTEMS SOFTWARE CONFIGURATION, WILL MEET YOUR NEEDS OR REQUIREMENTS, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED; NOR DOES CERTIFID MAKE ANY REPRESENTATIONS ABOUT THE ACCURACY, RELIABILITY, CURRENCY, QUALITY, COMPLETENESS, USEFULNESS, PERFORMANCE, SECURITY, LEGALITY OR SUITABILITY OF THE SOLUTION OR ANY OF THE CONTENT OR INFORMATION CONTAINED THEREIN. NO ADVICE OR OTHER REPRESENTATIONS BY CERTIFID OR ITS AGENTS SHALL CREATE ANY WARRANTY. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SOLUTION AND YOUR RELIANCE UPON ANY OF THE CONTENTS ACCESSED IS AT YOUR SOLE RISK.

YOU SHALL BE SOLELY AND FULLY RESPONSIBLE FOR ANY DAMAGE TO THE SOLUTION OR ANY COMPUTER SYSTEM, ANY LOSS OF DATA, OR ANY IMPROPER USE OR DISCLOSURE OF INFORMATION VIA THE SOLUTION CAUSED BY YOU OR ANY PERSON USING YOUR USER ID AND/OR PASSWORD. CERTIFID CANNOT AND DOES NOT ASSUME ANY RESPONSIBILITY FOR ANY LOSS, DAMAGES OR LIABILITIES ARISING FROM THE FAILURE OF ANY TELECOMMUNICATIONS INFRASTRUCTURE, OR THE INTERNET OR FOR YOUR MISUSE OF ANY PROTECTED PERSONAL INFORMATION, ADVICE, IDEAS, SUGGESTIONS INFORMATION, INSTRUCTIONS OR GUIDELINES ACCESSED THROUGH THE SOLUTION. YOU ASSUME ALL RISKS ASSOCIATED WITH THE USE OF THE SOLUTION, INCLUDING WITHOUT LIMITATION RISKS RELATING TO QUALITY, AVAILABILITY, PERFORMANCE, DATA LOSS, SECURITY AND USE IN A PRODUCTION ENVIRONMENT. SOME JURISDICTIONS DO NOT ALLOW EXCLUSIONS OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY.

17. Liability Disclaimer. IN THE EVENT OF ANY PROBLEM WITH SOLUTION OR ANY CONTENT, ACCESSED VIA SOLUTION, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING SOLUTION AND SERVICES. UNDER NO CIRCUMSTANCES SHALL CERTIFID OR ANY LICENSOR OR SUPPLIER BE LIABLE IN ANY WAY FOR YOUR USE OF SOLUTION OR ANY OF THE CONTENTS ACCESSED, INCLUDING, BUT NOT LIMITED TO, ANY ERRORS OR OMISSIONS IN ANY CONTENT, ANY INFRINGEMENT BY ANY CONTENT OF THE INTELLECTUAL PROPERTY RIGHTS OR OTHER RIGHTS OF THIRD PARTIES, OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT.

UNDER NO CIRCUMSTANCES SHALL CERTIFID OR ITS LICENSORS OR SUPPLIERS BE LIABLE FOR ANY PUNITIVE, EXEMPLARY, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR

SPECIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY PERSONAL INJURY, LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF PROGRAMS OR OTHER DATA ON YOUR COMPUTER OR OTHERWISE) ARISING FROM OR IN CONNECTION WITH YOUR USE OF SOLUTION, THE SYSTEMS OR SERVICES, WHETHER UNDER A THEORY OF BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, MALPRACTICE OR OTHERWISE, EVEN IF WE OR THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

YOU HEREBY RELEASE AND AGREE TO HOLD HARMLESS CERTIFID, ITS LICENSORS AND SUPPLIERS FROM ANY AND ALL CLAIMS, DEMANDS, AND DAMAGES OF EVERY KIND AND NATURE (INCLUDING, WITHOUT LIMITATION, ACTUAL, SPECIAL, INCIDENTAL AND CONSEQUENTIAL), KNOWN AND UNKNOWN, SUSPECTED AND UNSUSPECTED, DISCLOSED AND UNDISCLOSED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF SOLUTION OR THE CERTIFID SYSTEMS. YOU WAIVE THE PROVISIONS OF ANY STATE OR LOCAL LAW LIMITING OR PROHIBITING A GENERAL RELEASE.

18. (RESERVED)

19. Indemnification. Without limiting the generality or effect of other provisions of this Agreement, as a condition of use of Solution, the System and Services, you agree to indemnify, hold harmless, and defend CertifID, and its parents, subsidiaries, affiliates, licensors, suppliers, and the officers, directors, affiliates, subcontractors, agents and employees of each of them (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages (including reasonable attorney's fees) incurred by any Indemnified Party in connection with any third party claims arising out of: (i) your use of Solution; (ii) your failure to comply with any applicable laws and regulations; and (iii) your breach of any of your obligations set forth in this Agreement. You shall not settle any such claim without the written consent of the applicable Indemnified Party.

20. Termination. If CertifID discovers that you are in breach of this EULA, CertifID shall provide you notice thereof, requiring that you cure such breach within five days. Should you fail to so cure, CertifID may elect to terminate this EULA immediately by providing you with written notice thereof. Notwithstanding the forgoing, CertifID may suspend or terminate your access to or use of the Services and Solution immediately upon a material breach or concern that your actions or the Solution may disclose PPI or other confidential information. You may suspend or terminate your access to or use of the Solution at any time, for any reason or for no reason, and may terminate this EULA at any time. CertifID may suspend or terminate your access to or use of the Solution, and terminate this EULA upon thirty days notice, for any reason or for no reason. CertifID reserves the right to delete or change any user ID or password, or other information at any time, for any reason or for no reason. You acknowledge and agree that the obligations relating to Confidential Information under this Agreement will continue after termination of this Agreement and termination of access rights hereunder.

Upon termination of this EULA, you will return to CertifID or destroy and certify in writing, at no cost to CertifID, the Solution, Documentation and other data or information relating to the Solution, and you will refrain thereafter from using the Solution, the Documentation or any modification or improvement thereof without first obtaining CertifID's written consent. CertifID shall have all other rights under existing laws against you arising from your breach of this EULA including payment of actual damages sustained by CertifID. Should either party bring any action to enforce the terms of this EULA, the prevailing party shall be entitled to all costs incurred in bringing such action including reasonable attorney fees. The provisions of this EULA that by their nature extend beyond the expiration or termination hereof shall so survive.

21. Export Restrictions. You acknowledge that the Solution and third party materials

provided with or contained in the Solution may be subject to certain export laws and regulations. If any such export laws or regulations apply, you agree to comply therewith. You will not access the Solution outside of the United States of America.

22. Miscellaneous. This EULA constitutes the entire agreement between you and CertifID relating to the Solution, content and Documentation is binding upon any successors and transferees and supersedes all prior or contemporaneous oral and written communications, proposals and representations with respect to the Solution, Documentation or any other subject matter covered by this EULA. No change shall be made to any of the terms contained herein, nor any provisions waived, without the written agreement of both parties, and that written agreement must reference this EULA directly and by name in order to supersede any terms stated herein. The section headings appearing in this EULA are inserted for convenience only and in no way define, limit, construe, or describe the scope or extent of the applicable section. This EULA will be construed and interpreted in accordance with the laws of the State of Michigan. Any suit to enforce any provision of this Agreement or arising out of or based upon this Agreement shall be brought only in federal or state courts located in State of Michigan, if in Federal Courts, the Western District of Michigan in Kent County, and if in state court, in Kent County, Michigan. If any provision of this EULA is held to be void, invalid, unenforceable or illegal, the other provisions shall continue in full force and effect. You agree not to utilize the Solution for any purpose which is contrary to the laws of any government having jurisdiction over you or CertifID. You may not assign this EULA without the prior written consent of CertifID.