



SUPPLIER TERMS OF SERVICE AGREEMENT

THIS AGREEMENT - BETWEEN VERIFORCE LLC., A TEXAS COMPANY WITH OFFICES AT 1575 Sawdust Road Suite 600 THE WOODLANDS, TEXAS, 77380, US (“Veriforce”) AND SUPPLIER IS MADE AS OF THE DATE THE SUPPLIER ACCEPTS THIS AGREEMENT. THIS AGREEMENT WILL BE DEEMED ACCEPTED BY SUPPLIER UPON SUPPLIER EITHER CLICKING THE BOX INDICATING ITS ACCEPTANCE OF THIS AGREEMENT, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR BY UTILIZING ANY SERVICES. CONTEMPLATED HEREUNDER OR ON THE VERIFORCE.COM WEBSITE IF YOU ARE AN INDIVIDUAL ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “SUPPLIER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES ON WHOSE BEHALF INDIVIDUAL USERS ACCESS THE SERVICES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICES. WE MAY AMEND THIS AGREEMENT AT ANY TIME AND FROM TIME TO TIME BY POSTING THE AMENDED AGREEMENT ON THE VERIFORCE HOMEPAGE (www.veriforce.com, www.veriforceone.com). ALL AMENDMENTS SHALL AUTOMATICALLY BE EFFECTIVE UPON POSTING.

To make inquiry about this Agreement contact:

privacy@veriforce.com

You may not access the Services if You are Our direct or indirect competitor, except with Our prior written consent (which consent may be arbitrarily withheld). In addition, you may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes. The mirroring, scraping or data-mining of any of Our websites or any of their content in any form and by any means is strictly prohibited.

This Agreement was last updated on **September 1, 2023**. It is effective between You, The SUPPLIER and Us as of the date of You accepting or being deemed to have accepted this Agreement.



DEFINITIONS

“Authorizing Party” means a corporation, other legal entity, including an unincorporated professional entity or a sole proprietor (ie a Veriforce Client) that uses our “Services” or “Purchased Services” and who has entered into a contractual agreement with Veriforce to manage their Suppliers, and is requesting the Supplier to access the Services, and to interact with, and provide information or data to the “Services” or “Purchased Services”

“Authorizing Party Data” means all data or information, regardless of format, submitted by Authorizing Party or any employee or other representative or authorized user of Authorizing Party to the Purchased Services or Services.

“Veriforce Affiliate” means any entity which directly or indirectly controls, is controlled by, or is under common control with Veriforce. “Control,” for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

“Client” means an organization that You, the Supplier, provides goods or services to.

“Client Data” means all data or information, regardless of format, submitted by a Client or any employee or other representative or authorized user of the Client to the Purchased Services or Services.

“Controller” means the entity which determines the purposes and means of the Processing of Personal Data and can be the Authorizing Party, or Supplier.

“Data Protection Laws” means all laws and regulations, including but not limited to laws and regulations of the European Union, the European Economic Area and their member states (including, without limitation, the GDPR), Switzerland, the United Kingdom, Canada (including, without limitation, the Canadian Privacy Laws), South Africa and the United States of America and its states (including, without limitation, the CCPA) to the extent applicable to the Processing of Personal Data under the Agreement as amended from time to time.

“Data Retention Policy” means Veriforce Data Retention Policy that clarifies what data should be stored or archived by Veriforce, where it should be stored and how long.

“Supplier” means a corporation, other legal entity, an unincorporated professional entity or a sole proprietor together with any of its Authorized Affiliates that uses the “Services” and agrees to this agreement.

“Supplier Data” means all data or information, regardless of format, submitted by the Supplier or any employee or other representative or authorized user of Supplier to the Purchased Services or Services.

“Supplier Data Sharing” means the sharing of the Supplier Data as processed by the Services with a Client as authorized by the Supplier or the Supplier’s account administrators via the online, web-based application or otherwise.

“Malicious Code” means viruses, worms, time bombs, Trojan horses, malware, back door, drop dead device, spyware and other harmful or malicious code, files, scripts, agents or programs designed to (i) disrupt, disable or harm the operation of, or provide unauthorized access to, a computer system or



network or other device on which such code is stored or installed, or (ii) compromise the privacy or data security of a user or damage or destroy any data or file, in each case, without authorization and without the applicable user's consent.

"Order Form" means the ordering documents or e-commerce mechanism for purchases that are entered into between the Supplier and Veriforce. Order Forms shall be deemed incorporated herein by reference.

"Personal Data" means any information contained or included in Authorizing Party Data, your Supplier's data or Your Data relating to (i) an identified or identifiable natural person and, (ii) an identified or identifiable legal entity where such information is protected similarly as personal data, personal information or personally identifiable information under applicable Data Protection Laws.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, accessing, recording, organization, structuring, storage, archiving, modification, adaptation or alteration, retrieval, consultation, use, disclosure by transmission or otherwise, dissemination, communication, or otherwise making available, alignment or combination, restriction, erasure or destruction (and "Processes", "Process" and "Processed" shall be construed accordingly).

"Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the GDPR, CCPA or, where applicable, Canadian or other Privacy Laws and can be Veriforce, Affiliates or Third Parties.

"Regulatory Authority" means any governmental, regulatory or supervisory authority, including any privacy or data protection commissioner or ombudsman, and any industry self-regulatory body or organization, which is responsible for administering and/or enforcing any applicable Data Protection Laws.

"Sub-processor" means any Processor engaged by Veriforce or one of the Veriforce' Affiliates engaged in the Processing of Personal Data.

"Services" means the online, web-based applications and platforms provided by Vendor to which the Client is subscribing, including support services and additional services that Client purchases or may purchase under an Order Form, Scope of Work, or any other separate agreement between Vendor and the Client which may include the provision of professional services, training, additional modules, functionality, additional support or any other ancillary matter, but excluding online, web-based applications and offline solutions and products that are owned, licensed or provided by third parties and interoperate with the Services.

"Supplier(s)" are companies or individuals that provide goods or services to "Clients" either on site or remotely, and that have been requested by the "Client" to provide data or information to the "Services".

"Supplier Data" means all data or information, regardless of format, submitted by a Client or any employee or other representative or authorized user of the Client or a Supplier or an employee of a Supplier, to the Purchased Services or Services.

"Third-Party Applications" means online, web-based applications and offline solutions and products that are owned, licensed or provided by third parties and interoperate with the Services.



“User(s)” means the individual(s) (i.e. the End User) who is authorized by the Client or the Supplier to access and use the Services and who has been supplied user identifications and passwords by the Client or by the Supplier or by Veriforce at the Client’s or the Supplier’s request. User(s) may include, but are not limited to, the Client’s employees, consultants, contractors and agents or third parties with which the Client transacts business, and the Supplier’s employees, consultants, contractors and agents or third parties with which the Supplier transacts business .

“We”, “Us” or “Our” means Veriforce Ltd and Affiliates.

1. ELIGIBILITY

The Services are available only to unincorporated professional entities, corporations, sole proprietors and other legal entities that can form legally binding contracts under applicable law. Without limiting the foregoing, the Services are not available to minors or to temporarily or indefinitely suspended Users.

2. IDENTITY VERIFICATION

To access the Services a valid email and password are required. Veriforce cannot and does not confirm each User’s purported identity beyond verification of the User’s authentication credentials. Supplier is solely responsible for (i) maintaining confidentiality of passwords, (ii) not allowing others to use the email and password to access the Services, (iii) promptly informing Veriforce in writing of the need to deactivate a User due to actual or potential security concerns, and (iv) any losses that may be incurred or suffered as a result of Supplier failure to maintain password confidentiality.

3. SERVICES

3.1 Provision of Services. We shall make the Services available to Supplier pursuant to this Agreement and the relevant Order Forms during a subscription term as defined in the Order Forms (the “Subscription Term”). Supplier agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written statements made by Us regarding future functionality of features. Veriforce grants Supplier a limited, personal, non-transferable, non-sublicensable, revocable license to (a) access and use only Services, its content and services only in the manner presented, and (b) access and use of Veriforce’s Services only in the manner expressly authorized and permitted by Veriforce. Veriforce’s Services along with the content and information contained therein may not be reverse engineered, modified, reproduced, republished, translated into any language or computer language, re-transmitted in any form or by any means, resold or redistributed. Supplier may not make, sell, offer for sale, modify, reproduce, display, import, distribute, retransmit or otherwise use Veriforce’s Services, data, information or content any way, unless expressly permitted to do so by Veriforce.

3.2 User Subscriptions. Purchase of a corporate subscription grants to the Supplier access for an unlimited number of Users within the Supplier organization. Supplier is responsible for the administration of its Users and any and all issues related to its Users.

4. FEES AND PAYMENT FOR PURCHASED SERVICES



4.1 User Fees. Supplier shall promptly pay all fees and other charges (the Fees) specified hereunder including without limitation in an Order Form. Except as otherwise specified herein (including in an Order Form), (i) Fees are payable in the currency as specified on the invoice or order form, (ii) Fees are based on Services purchased and not actual usage of the Services, (iii) payment obligations are non-cancelable and Fees paid are entirely non-refundable, (iv) the Supplier shall have no right to reduce the level of Services or subscriptions purchased during the relevant Subscription Term, and (v) We may change Our Fees for the Services from time to time, and such changes to the Fees will not apply to the Supplier until the next renewal of the Subscription Term.

4.2 Invoicing and Payment. Supplier will provide Us with valid and updated credit card information or with a valid purchase order or cheque or alternative instrument acceptable to Us in our sole discretion. If Supplier provides credit card information to Us, Supplier authorized Us to charge such credit card for all Services listed in the Order Form for the applicable Subscription Term(s) and all renewals. For all subscription renewals, We will invoice the Supplier approximately 120 -180 days in advance of subscription expiry. Unless otherwise stated, invoiced charges are due prior to renewal of subscription. Supplier is responsible for ensuring that the billing and contact information it provides to Veriforce in connection with the Services are at all times accurate and complete.

4.3 Suspension of Service. If the Supplier has failed to pay any Fees or other amount owing under its Agreement by 30 days following the expiry date of the subscription, We will without limiting Our other rights and remedies under this Agreement and at law, require that Supplier immediately pay any and all unpaid Fees and other obligations to Us under this Agreement (or otherwise) so that all such obligation become immediately due and payable, and forthwith suspend the Services (and any other of Our services and/or obligations to Supplier) until all such Fees and other amounts are paid in full. Once Services are suspended, Supplier will be required to pay a reactivation fee in addition to any other Fees and other charges owing on the outstanding Order Form or agreement in order to access the Services again.

4.4 Taxes. Unless otherwise stated, Our Fees and other charges do not include any taxes, levies, duties or similar governmental or other assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessments by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Supplier is responsible for paying all Taxes associated with its purchases hereunder. If We have the legal obligation to pay or collect Taxes for which Supplier is responsible under this Section 4.4, the appropriate amount shall be invoiced to and promptly paid by Supplier, unless Supplier provides Us with a valid and satisfactory to Us (in our sole discretion) tax exemption certificate authorized by the appropriate taxing authority.

5. USE OF THE SERVICES

5.1 Our Responsibilities. We shall: (i) provide to Supplier basic support for the Services at no additional charge, and or upgraded support if purchased separately, (ii) use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (a) planned downtime (of which We shall give at least 8 hours' notice, or (b) any unavailability caused by circumstances beyond Our reasonable control, including without limitation, acts of God, acts of government, flood, fire, earthquakes, civil unrest, pandemic or global health emergencies, acts of terror, strikes or other labor problems, or Internet service provider failures or delays, and (iii)



provide the Services only in accordance with applicable laws and government and other rules and regulations.

5.2 Supplier Responsibilities. Supplier shall (i) be responsible for Users' compliance with this Agreement and will take reasonable and appropriate steps to ensure such compliance, (ii) be solely responsible for the accuracy, quality, integrity and legality of Supplier's Data and of the means by which Supplier acquired the Data, (iii) ensure that all necessary notices have been provided, and all required consents and/or approvals have been obtained, in order to allow Veriforce and/or Veriforce Affiliates to process Supplier's Data in connection with the Services, (iv) use best efforts to prevent unauthorized access to or Use of the Services, and notify Us promptly in writing of any such unauthorized access or use, and (v) use the Services only in accordance with this Agreement, and/or Master Service Agreement, and/or Service Level Agreement, and all applicable laws and government and other rules and regulations. Supplier shall not (a) make the Services available to anyone other than Users, (b) sell, resell, rent, lease, lend, loan, distribute, sublicense or otherwise assign or transfer the Services or any rights thereto in whole or in part, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or threatening, abusive, harassing, defamatory, obscene, vulgar, pornographic, profane or indecent material, or to store or transmit material in violation of third-party rights (including privacy rights), (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or related systems and/or networks; (f) use of the Services in any manner that would cause Veriforce to be in violation of any laws, rulings or regulations.

5.3 Usage Limitations. Services may be subject to other limitations, such as, for example, but without limiting the generality of the foregoing, limits on disk storage space, on the number of calls Supplier is permitted or make against Our application programming interface, and, for Services that enable Supplier to provide public websites, on the number of page views by visitors to those websites.

6. INFORMATION CONTROL

6.1 Responsibility for Information. Veriforce does not control, or assume any responsibility for, and shall not be liable in any way related to, any information provided by Users that may be made available through or by Our Services. Supplier may find some Users' information to be offensive, inaccurate, harmful, or deceptive but acknowledges and agrees that We shall have no responsibility or liability for such Users' information or content. Supplier shall ensure that all of its Users shall exercise caution, safe practices, and common sense when accessing the Services.

6.2 Verification Process. Depending on the type of subscription purchased, Veriforce may perform a review and comparison of submitted data and documentation to determine validity and correctness. During this process Veriforce may assist on Supplier's behalf to adjust Supplier provided information to achieve a higher level of completion or help the information display correctly. Veriforce will not adjust information that is not included or supported by provided documentation. Ongoing maintenance of the subscription remains Supplier sole responsibility and any assistance provided by Veriforce should not be construed as an ongoing expectation.

7. THIRD-PARTY PROVIDERS



7.1 Acquisition of Third-Party Products and Services. We may offer Third-Party Applications for sale through our site or Services. You acknowledge and agree that any acquisition of third-party products or services through our site or Services, including but not limited to Third-Party Applications and any implementation, customization or other consulting services, and any exchange of data between Supplier and any third-party provider, is solely between Supplier and the applicable third-party provider. We do not warrant or support third-party products or services, including without limitation Third Party Applications, whether or not they are designated as “certified” or otherwise and you acknowledge and agree that (i) We are not and will not be liable in any way for any issues, liabilities, damages or expenses Supplier or Users may suffer or incur as a result of accessing, acquiring or using such third party products or services, including without limitation such Third Party Applications, and (ii) Supplier shall at all times be liable for any and all issues, liabilities, damages or expenses it or its Users incur as a result of using such third party products or services, including without limitation such Third Party Applications. Supplier is not required to purchase third-party products or services , including without limitation Third Party Applications, in order to use the Services.

7.2 Third-Party Applications and Supplier Data. If Supplier installs or enables Third-Party Applications for use with the Services or otherwise, Supplier acknowledges and agrees that We may allow providers of those Third-Party Applications to access its Supplier’s Data as required for the interoperation of such Third-Party Applications with the Services. By installing or enabling such Third Party Applications, Supplier consents to the fact that We may allow providers of those Third Party Applications to access Supplier’s Data (including personal data, regarding Users and other individuals that may be contained in such data), and Supplier confirms that it has provided any required notices and obtained any consents required to allow such access to the personal data, if any, contained in the Supplier’s Data. We shall not be responsible for any disclosure, modification or deletion of Supplier’s Data resulting from any such access by Third-Party Application providers. Supplier shall have the ability, through its use of the Services, to restrict such access by restricting Users from installing or enabling such Third-Party Applications for use with the Services.

8. SUPPLIER’S DATA SHARING

8.1 Right to Share Data. Supplier may, at its sole and exclusive discretion, share, or authorize any third party or related party to the Supplier to share any data (including Supplier’s Data) in its account with Client. The Supplier acknowledges and agrees that if it shares or authorizes the sharing of Supplier’s Data with the Client that the Client shall have the authority to provide Processing instructions to Veriforce with respect to such Supplier’s Data, including (without limitation) instructions to amend or delete all or part of the Supplier’s Data. Moreover, Supplier agrees that Veriforce shall comply with the Client’s Processing instructions instead of the Supplier’s instructions, if the Client’s instructions conflict with, or are otherwise inconsistent with, the Supplier’s instructions in any manner.

8.2 Liability for Sharing Data. Supplier acknowledges and agrees that it remains at all times solely and exclusively liable and responsible for any and all access, use, disclosure or other Processing of such Supplier’s Data, including without limitation with respect to any disclosure of such Personal Data included or contained within the Supplier’s Data, with Client, and Supplier represents and warrants that it has, and will ensure that all of its Users have, provided any



required notices and obtained any and all consents required under all applicable privacy legislation from any and all individuals with respect to collection, use, disclosure and other Processing of their Personal Data which may be contained within the Supplier's Data. Furthermore, the parties agree that Veriforce shall bear no liability or responsibility for any actions or omissions with respect to the Supplier's Data, which are taken by Veriforce pursuant to instructions from any Client(s) as described at Section 8.1.

9. PROPRIETARY RIGHTS

9.1 Reservation of Rights. Subject to the limited rights expressly granted hereunder, We reserve, retain and own all rights, title and interest in, to and associated with the Services, including without limitation all intellectual property rights, whether registered or unregistered. Supplier acknowledges and agrees that neither Supplier nor any User has or shall obtain any rights or license hereunder except as expressly set forth or granted herein. For the purposes of this Agreement, "intellectual property rights" shall include patents, trademarks, copyrights, trade secrets, design rights, and any other proprietary rights, whether registered or unregistered, and any application for registration of any of the foregoing, and any right to file any such application, which may subsist anywhere in the world.

9.2 Restrictions. Supplier shall not, directly or indirectly, (i) permit any third party to access the Services except as specifically permitted herein or in an Order Form, (ii) create derivative works based on the Services, (iii) copy, frame, translate or mirror any part or content of the Services, (iv) reverse engineer, decompile or disassemble the Services or any part thereof, or (v) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions, code or graphics of the Services.

9.3 Ownership of Supplier's Data. As between Veriforce and Supplier, except as otherwise provided herein or an Order Form, Supplier exclusively owns all rights, title and interest in and to all of Supplier's Data.

9.4 Suggestions. We shall have and Supplier hereby grants to Us a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by Supplier, including Users, relating to the operation of the Services.

10. CONFIDENTIALITY

10.1 Definition of Confidential Information. As Used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Supplier Confidential Information shall include Supplier's Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include all Order Forms as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information shall not include any information that (i) is or becomes generally known



to the public without breach of any obligation owed to the Disclosing Party, (ii) was known (as evidenced by its written records) to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed (as evidenced by its written records) by the Receiving Party.

10.2 Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, (i) the Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors or agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

10.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior written notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

11. WARRANTIES, DISCLAIMER AND LIMITATION OF LIABILITY

11.1 Our Warranties. We warrant that the Services shall perform materially in accordance with this Agreement, and/or Master Service Agreement, and/or Service Level Agreement. For any breach of such warranty, Supplier's exclusive remedy shall be to terminate this Agreement and receive the return of Supplier's Data in accordance with Section 13.5.

11.2 Supplier Warranties. Supplier represents and warrants to Us that (i) Supplier has the legal power to enter into this Agreement and perform all of its obligations contemplated hereunder, (ii) Supplier has all necessary rights, consents and/or waivers to share, use, store, disclose, process or otherwise handle any and all Data including without limitation any Personal Data contained within such Data; and (iii) Supplier will not transmit to Us any Malicious Code.

11.3 NO ADDITIONAL WARRANTIES BY US. EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN SECTION 11.1, THE SERVICES AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOLUTIONS) AND OTHER SERVICES INCLUDED WITH THE SERVICES OR OTHERWISE MADE AVAILABLE TO SUPPLIER BY US ARE PROVIDED BY US ON AN "AS IS" AND "AS AVAILABLE" BASIS. SUPPLIER EXPRESSLY AGREES THAT SUPPLIER AND SUPPLIER'S USERS USE OF THE SERVICES IS AT ITS SOLE RISK.

11.4 DISCLAIMER AND LIMITATION OF LIABILITY. EXCEPT AS EXPRESSLY PROVIDED IN SECTION 11.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE DISCLAIM ANY AND ALL WARRANTIES AND CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT,



MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING, PERFORMANCE OR USAGE OF TRADE. WE DO NOT GUARANTEE THAT THE SERVICES OR PURCHASED SERVICES WILL MEET YOUR REQUIREMENTS, THAT THEY WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT THEY WILL BE AVAILABLE WHEN REQUESTED BY SUPPLIER OR ANY USER. FURTHER, EXCEPT FOR THE EXCLUSIVE REMEDY SPECIFIED IN SECTION 11.1, WE WILL NOT BE LIABLE FOR ANY DAMAGES OR LIABILITY OF ANY KIND ARISING OUT OF OR IN ANYWAY RELATED TO THIS AGREEMENT OR THE USE OF THE SERVICES OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOLUTIONS) OR SERVICES INCLUDED ON OR OTHERWISE MADE AVAILABLE TO SUPPLIER THROUGH OR IN CONNECTION WITH THE SERVICES, INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL AND CONSEQUENTIAL DAMAGES, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT OR OTHERWISE, EVEN IF FORESEEABLE AND OUR TOTAL AGGREGATE LIABILITY FOR ANY SUCH DAMAGES SHALL BE CAPPED AT AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF FEES PAID BY THE SUPPLIER TO US DURING THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE LIABILITY CLAIM.

12. INDEMNIFICATION

12.1 Indemnification. Supplier covenants and agrees to indemnify and save harmless Us and Our Affiliates and our respective directors, officers, employees, agents and consultants (“Indemnified Parties”) of and from all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses whatsoever (including all attorneys’ fees, and to the extent applicable legal fees on a solicitor and his own client basis) suffered or incurred by any of them, directly or indirectly, arising out of, under or pursuant to:

12.1.1 A breach of any agreement, term or covenant on Supplier’s part made or to be observed or performed pursuant to this Agreement, including (without limitation) any breach of Supplier’s obligations under applicable privacy legislation;

12.1.2 Any acts or omissions of Supplier and/or Supplier Users in carrying out Supplier obligations under this Agreement;

12.1.3 Any claim made or brought against Indemnified Parties alleging that Supplier Data, or Supplier or Supplier Users’ use of the Services in violation of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law including (without limitation) and Data Protection Laws; and

12.1.4 Any claim of unauthorized use or infringement of any Users’ or third party’s privacy or intellectual property rights arising from any use of Data supplied by the Supplier.

12.1.5 We agree to indemnify and save harmless the Supplier, its affiliates, owners, directors, officers, agents and employees from all liabilities, claims, demands, actions, causes of action, damages, losses, costs and expenses whatsoever (including legal fees on a solicitor and his own client basis) suffered or incurred by any of them, directly or indirectly, arising out of, under or pursuant to a breach of any agreement, term or covenant on Our’s part made or to be observed or performed pursuant to this Agreement, including (without limitation) any breach of Our’s obligation under applicable privacy legislation; any Our act or omission in carrying out Our



obligations under this Agreement.

13. TERM AND TERMINATION

13.1 Term of Agreement. This Agreement commences on the date Supplier accepts it or is deemed to accept it and continues until all User Subscription Terms purchased by Supplier and granted in accordance with this Agreement have expired or been terminated.

13.2 Term of Purchased User Subscriptions. Supplier acknowledges and agrees that each User subscription purchased by Supplier commences on the start date specified in the applicable Order Form and continues for the Subscription Term specified therein. Except as otherwise specified, all User subscriptions shall trigger notification for renewal for additional periods equal to the expiring Subscription Term or one year (whichever is shorter), unless either party gives the other written notice of non-renewal at least 30 days before the end of the relevant Subscription Term.

13.3 Termination of Agreement. We reserve the right to immediately terminate this Agreement upon delivering to the Supplier written notice in the event that any of the following events occur:

13.3.1 Supplier fails to pay to Us and Fees or other amount due under this Agreement, and such default continues for a period of 30 days after written notice thereof has been given to Supplier by Us;

13.3.2 Except as specified in Section 13.3.1, Supplier breaches any of the provisions of this Agreement.

13.3.3 Supplier makes a general assignment for the benefit of creditors;

13.3.4 Supplier institutes any proceedings under any statute or otherwise relating to insolvency or bankruptcy, or should any proceeding under any such statute or otherwise be instituted against Supplier and not be dismissed or vacated within 30 days of the date of commencement of such proceeding;

13.3.5 A custodian, receiver, manager or any other person with like powers is appointed to take charge of all or any part of Supplier undertaking, business, property or assets and such person is not discharged within 30 days of the date of such appointment; or

13.3.6 An order is made by a court of competent jurisdiction or articles of dissolution or the like are filled for Supplier winding up or liquidation.

13.4 Payment upon Termination. Upon any termination of this Agreement, all Fees which are outstanding as at the date of such termination, and all Fees remaining to be paid for the duration of the Subscription Term, shall become immediately due and payable and the Supplier shall immediately pay all such unpaid Fees from all Order Forms. In no event shall any termination by Us relieve Supplier of the obligation to pay any Fees and/or other amounts payable to Us up to and including the last day of the Subscription Term of all Order Forms.

13.5 Return of Supplier Data. Upon request by Supplier made within 30 days after the effective date of termination of a Purchased Services subscription, We will make available to Supplier for download a file of Supplier Data in comma separated values (.csv) format along with attachment in their native format. After such a 30-day period, We shall have no obligation to maintain or provide any of Supplier Data and may thereafter, unless legally or contractually prohibited by



obligations signed with Client(s) with access to Supplier Data, delete all of Supplier Data in Our systems or otherwise in Our possession or under Our control.

13.6 Consequences of Termination. Immediately upon the effective date of termination of this Agreement, Supplier shall (i) stop using the Services and ensure that any and all Users' access to the Services is blocked, and (ii) return or destroy, at Our option, any and all intellectual property, assets, Confidential Information, or other documentation which belongs to Us.

13.7 Surviving Provisions. All provisions of this Agreement that by their nature would be expected to survive the termination or expiration of this Agreement shall survive any termination or expiration of this Agreement including, without limiting the generality of the foregoing, Sections 4, 7, 8.2, 9, 10, 11.3, 11.4, 12, 13.4, 13.5, 13.6, 13.7, 14, 15 and 16.

14. WHO SUPPLIER IS CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

14.1 General. Veriforce is a company incorporated under the laws of Texas with its head office located at 1575 Sawdust Road Suite 600 The Woodlands, Texas 77380, US. Telephone: (800) 426-1604; E-mail support@veriforce.com, Website: www.veriforce.com and www.veriforceone.com.

14.2 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the first business day after sending by email. Notices to Supplier shall be addressed to the administrator designated by Supplier for its relevant Services subscription, and in the case of billing-related notices, to the relevant billing contact designated by Supplier.

14.3 Agreement to Governing Law and Jurisdiction. This Agreement shall be governed by and interpreted according to the laws of XXX [Texas, Alberta, UK or South Africa depending where TOS is signed] without giving effect to the choice of laws provisions thereof. Any cause of action or claim supplier may have arising out of or relating to these terms of use or the website must be commenced within one (1) year after the cause of action accrues, otherwise, such cause of action or claim is permanently barred.

14.4 Waiver of Jury Trial. Each party to this Agreement hereby waives any rights to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

15. LOGO AND COPYRIGHTED MATERIALS GUIDELINES

15.1 Use of Veriforce Logo(s) or product names. Veriforce, VeriforceOne, CompliancePro, VeriSource, ComplyWorks ("Logo(s)") are property of Veriforce. Printers, contractors, Suppliers, clients, graphic artists and any other organizations are able to use the Logos in unaltered form.

15.2 Use of Logo(s) Conditions. Use of the Logo(s) in any altered form is strictly prohibited without the express written consent of Veriforce (which consent may be arbitrarily withheld). Any use of the Logo(s) must be for a purpose that supports the mission and goals of Veriforce. We reserve the right to request proofs for approval for any and all use of Our Logo(s). Utilization of the Logo(s) in a manner deemed to be inappropriate by Us or that is outside of the scope of the Logo and Copyrighted Materials Permissions shall be referred to Veriforce legal counsel for possible prosecution. We also reserve the right and authority to withdraw permission for use of



the Logo(s) or trademarked material without prior notice and the right and authority to approve or deny any request permission for use of the Logo(s) or trademarked material.

15.3 Copyrighted and Trademarked Materials. VERIFORCE® logo in all possible versions, the Veriforce (“Logo(s)”, ComplyWorks Logo’s, CHAS logo’s, (collectively, the “Marks”) are all protected under the relevant copyright, trademark and related intellectual property legislation in the United States of America, Canada, United Kingdom and/or South Africa. Supplier acknowledges and agrees that it will, and will ensure that any User or third party authorized by Us will, only reproduce the Marks in accordance with the strict guidelines We provide and Supplier will make no changes or modifications to the Marks (including without limitation to the size, colors, fonts, or shapes). Supplier will at all times make clear in any reproduction or use of the Marks that the Marks are registered or unregistered Marks of Veriforce and are being used by Supplier under license and by express permission. Supplier shall display the following indicator with every use of the Marks: “VERIFORCE® (or other mark) is registered Trademark owned by Veriforce, LLC; © 20xx Veriforce, used under license”.

15.4 Copyright. All content included in or made available by Us including through any Service - such as text, notifications, letters, e-mails, graphics, logos, button icons, images, audio clips, digital downloads, data compilations, and solutions-is Our exclusive property or used under license (unless otherwise specified), and is protected by United States of America, and/or Canadian and/or international copyright laws. The compilation of all content included in or made available by Us through any Service is Our exclusive property or the property of our licensors and protected by the United States of America, and/or Canadian, and/or international copyright laws.

15.5 Trademarks. In addition to the Marks, Our graphics, logos, page headers, button icons, scripts, and service names included in or made available by Us (including through any Service) are, unless otherwise specified, Our trademarks or trade dress in the United States of America, Canada and other countries, or the trademarks of our licensors. Such trademarks and trade dress may not be used in connection with any product or service that is not Ours, in any manner that is likely to cause confusion among consumers or third parties generally, or in any manner that disparages or discredits Us or our licensors.

16. DATA PROTECTION

16.1 Data Protection. Supplier and Veriforce will comply with principles of protecting Personal Information and Data, as well as the provisions of all applicable Data Privacy Laws.

16.2 Privacy Policy. Supplier agrees that Supplier has reviewed and understands our Privacy Policy, posted on www.veriforce.com, www.veriforceone.com, and Supplier acknowledges and agrees that Veriforce may Process Personal Data in accordance with such policy.

16.3 Data Retention. Supplier and Veriforce agree that upon termination of the agreement Supplier Data will be kept in the Application by Veriforce for the purpose of the Supplier being able to engage in future commercial opportunities with Hiring Clients using the Application. Subject to clause 13.5. and the Data Retention policy, Supplier reserves the right to request the removal of all data from Application.

17. SECURITY



17.1 Your Account. Any username, password, or any other information provided to Supplier as part of Veriforce’s security procedures, must be treated as confidential, and You shall not disclose it to any other person or entity. You shall maintain the secrecy and security of Your account username and password at all times. You understand and agree that should You be provided an account, Your account is personal to You and You agree not to provide any other person with access to the Services or portions of it using Your username, password, or other security information. You shall notify Veriforce immediately of any unauthorized access to or use of Your username or password or any other breach of security. You are responsible for any password misuse or any unauthorized access to the Services.

17.2 Suspension and Termination. Veriforce may, in its sole discretion and without provision of notice to You, at any time and from time to time, disable, suspend, or terminate Your account or access to the Services, for any reason, including any contravention of these Terms and Conditions of Use.

17.3 Protection and Security. During the term of the Contractual Agreement, Veriforce shall maintain a formal security program, which may be updated by Veriforce from time to time. You understand that You have an independent duty to comply with any and all Laws applicable to You, including, without limitation, in respect of the Authorizing Party Data and Your Data.

17.4 Unauthorized Disclosure. If either party believes that there has been an unauthorized disclosure of Authorizing Party Data or Your Data to any third party, then, where required by applicable Law, such party must promptly notify the other party.

18. GENERAL PROVISIONS

18.1 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, or fiduciary or employment relationship between the parties.

18.2 No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

18.3 Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.

18.4 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

18.5 Collection Fees. Supplier shall pay on demand all of Our reasonable fees, including attorneys’ fees, court costs and other costs incurred by Us to collect any fees, amounts owed and charges due Us under this Agreement.

18.6 Assignment. Supplier may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent (which consent may be arbitrarily withheld). Subject to the foregoing, this Agreement shall bind and inure to the benefit



of the parties, their respective heirs, personal representatives, successors and permitted assigns.

18.7 Entire Agreement. This Agreement, including the Data Processing Addendum (if applicable) and all schedules and appendices hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. Except as otherwise specified in this Agreement, no modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Supplier purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

18.8 Language. Each of the parties acknowledges having required that this Agreement and all documents, notices, correspondence and legal proceedings consequent upon, ancillary or relating directly or indirectly hereto, forming part hereof or resulting directly or indirectly here be drawn up in English.