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JUMIO FREE TRIAL AGREEMENT

In consideration of the mutual covenants and promises contained in these term and conditions ("**Terms and Conditions**"), Jumio and Customer agree as follows:

1. **DEFINITIONS; PROVISION OF THE SERVICE; USER INFORMATION; CUSTOMER PORTAL**

   1.1 **Definitions**

   (a) "**Customer Portal**" means a portal hosted by Jumio in which Customer may: (a) access Documentation; (b) configure the Service; and (c) review, download and delete Transaction results and User Information.

   (b) "**Documentation**" means the standard documentation, specifications, written instructions, or explanatory materials related to the installation, operation, use or maintenance of the Service made generally available by Jumio to its customers.

   (c) "**Intellectual Property Rights**" means all intellectual property rights protected by law throughout the world, including all copyrights, trademark rights, patent rights (including the right to apply for), patent applications (including the right to claim priority under applicable international conventions), inventions (whether or not patentable), know-how and trade secrets, as may exist now and hereafter come into existence.

   (d) "**Service**" means the identity verification, transaction monitoring or other services on Jumio's corporate price list that are set forth in Exhibit A.

   (e) "**Transaction**" is a scan of User Information submitted to Jumio which Jumio processes as described in the Service's applicable Documentation and, depending on the Service, returns one of Jumio's standard acknowledgement responses or returns one or more structured data fields for the purpose of Customer conducting business with the User.

   (f) "**Trial Period**" means a period of fourteen (14) days from the processing of the first Transaction.

   (g) "**Use**" means use, reproduce, modify, create derivative works from, distribute, transmit, and display.

   (h) "**User**" means Customer's actual and potential customers, as well as Customer's employees and other authorized representatives to whom Customer has granted access to the Service for the purpose of conducting Transactions under the Agreement.

   (i) "**User Information**" means information related to Users, including personally identifiable information, images and metadata.

   1.2 **Provision of the Service.** During the Trial Period and subject to Customer's compliance with this Agreement, Jumio will provide the Service to Customer for up to 100 Transactions solely to enable Customer to test and evaluate the Service. Subject to Customer's compliance with this Agreement, Jumio grants to Customer a non-exclusive, non-transferable non-assignable, revocable license to access and use the Service solely for Customer's internal business purposes to test and evaluate the Service during the Trial Period for up to 100 Transactions. To the extent any software or Documentation is provided by Jumio to Customer for use in connection with the Service, that Software and Documentation are included in the definition of Service and subject to the foregoing license and its related restrictions. All Software and Documentation may only be used in support of Customer's use of the Service and for no other purpose. Jumio reserves all rights in the Service not expressly granted in this Section. Customer will enter into contracts directly with Users, and Customer acknowledges that Jumio is not a party to those contracts. Jumio will have no liability to Users, and to the extent Customer limits it liability in its contracts with Users, Customer shall limit Jumio's liability (as Customer's licensor or supplier) to the same extent, and also include Jumio as a third party beneficiary of any arbitration provisions. Jumio may suspend or terminate this Agreement at any time if Customer violates any of its obligations under this Agreement. Customer shall not use the Service under this Agreement in a live production environment.

1.3 **User Information License.** In Customer's use of the Service, Customer will supply to Jumio the User Information, and otherwise cause Users to supply User Information to Jumio, in accordance with Sections 2.3 and 2.4 below. Customer represents and warrants that it has the lawful right to grant to Jumio the rights herein, including with respect to the User Information. Customer hereby grants to Jumio a worldwide, royalty-free license (with the right to sublicense) to Use the User Information (including any rights specifically pertaining to biometric information) to develop, provide, and improve the Service, including the right to grant equivalent rights to its service providers in order to perform the Service. Customer further hereby grants to Jumio all necessary rights to perpetually and irrevocably Use the User Information, and data derived from Customer's Use of the Service, in anonymized, aggregated or other form that does not include personally identifiable information or information identifying Customer, to compile statistics regarding the Service and to develop and improve the Service. Jumio is hereby instructed to Use the User Information to develop and improve the Service, including through machine learning techniques, and to protect against fraudulent or illegal activity.

1.4 **Service License**. Subject to Customer's compliance with this Agreement, Jumio grants to Customer a worldwide, non-exclusive, non-transferable, non-assignable, revocable license to access and use the Service identified in an Order solely for Customer's internal business purposes to provide services directly to Users.

1.5 **Service Provider.** Jumio acts as a service provider with regard to any personally identifiable information included in User Information and neither it nor its service providers shall retain, use or disclose such personal information for any purpose other than for providing, developing and improving the Service, including the detection of fraudulent or illegal activity.

1.6 **Customer Portal**. Jumio will grant Customer access to the Customer Portal solely during the Trial Period. Upon termination of the Agreement, Customer's access to the Customer Portal will be revoked, and any data stored therein will be deleted. Customer is responsible for downloading any data stored in the Customer Portal that Customer would like to retain prior to the termination of this Agreement. Jumio logs access to the Customer Portal, including contact information of authorized users, and Customer hereby authorizes Jumio to retain access logs during the term of the Agreement.

2. **SERVICE RESTRICTIONS; ACCEPTABLE USE**

2.1 **Service Restrictions.** Customer shall comply with the license set forth in Section 1.2, and shall not:

(a) attempt to interfere with or disrupt the Service or attempt to gain access to, or conduct penetration tests of, any systems or networks that connect to the Service (except as required to use the Service);

(b) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover, in any way, any source code, programming, algorithms, design structure or interoperability interfaces of the Service, for any purpose;

(c) remove or modify any of the Services' identification markings, including copyright, trademark and other intellectual property notices;

(d) make any modification or enhancement to the Service, except the customization options specifically referenced and allowed in the Documentation;

(e) copy, sell, resell, OEM, lease, assign, distribute or transfer in any manner, in whole or in part, the Service or use the Service for any purpose other than to enable Customer to evaluate the Service consistent with this Agreement;

(f) use the Service or any Jumio information to develop or distribute a competing product or service for either its own internal or third-party use, re-use the Transaction results (except with respect to Jumio providing other Services purchased by Customer hereunder that require such re-use), or otherwise use the results provided by the Service to create a digital identity or other identification of Users independent of the Service;

(g) use a version of the Service not supported by Jumio, or use the Service in a manner not in accordance with the Documentation;

(h) allow unauthorized persons to access the Service; and

(i) transfer any of its rights under this Agreement, except to the extent expressly permitted under this Agreement.

2.2 **Disclaimer**. Customer acknowledges that Jumio has no responsibility for providing Customer with any services, support, product, upgrades or other enhancements for or in connection with the Service, and that Jumio is under no obligation to create any product upgrades or enhancements to the Service during the Trial Period.

2.3 **Acceptable Use**. Customer shall use the Service exclusively for authorized and legal purposes, consistent with all applicable laws, regulations, and the rights of others. Without limiting the foregoing, Customer shall: (a) integrate the Service into its User verification, transaction monitoring or other applicable workflow consistent with all applicable laws and regulations; (b) provide all applicable notices and obtain all consents necessary under all applicable laws, rules, and regulations to enable Jumio to lawfully process the User Information; and (c) otherwise implement all compliance requirements in accordance with applicable laws, rules, and regulations that relate to the provision of the Service to, and use by, Users. Customer shall not use the Service to transmit inappropriate content.

2.4 **Compliance, Consents and Notifications.** Without limiting the generality of the foregoing, Customer shall be solely responsible for ensuring that the Use of the Services fully complies with all applicable laws as applied to Customer, Jumio, and Jumio's sub-processors under applicable: (a) biometric information privacy laws, rules, and regulations; (b) consumer privacy laws, rules, and regulations; and (c) any other laws, rules, and regulations relating to the collection, processing, and storage of personally identifiable information.

3. **CUSTOMER'S ADDITIONAL OBLIGATIONS**. Customer shall: (a) maintain at its own cost the hardware, software, telecommunication and other systems, and Internet connections required to access the Service; (b) implement appropriate information security controls with respect to the Service, including restricting access to the Service in conformance with reasonable security measures; (c) have qualified personnel interface with the Service and with Jumio personnel; (d) implement and maintain appropriate safeguards to identify data and processing errors, and notify Jumio promptly of any non-conforming transmissions, or failure to send or receive transmissions; (e) accurately supply all required data fields, and otherwise use the Service in accordance with the Documentation and Jumio instruction; and (f) set reasonable data processing and transmission parameters allowing for efficient and cost-effective delivery of the Service.

4. **INFORMATION SECURITY**. Customer acknowledges that, despite Jumio's implementation of industry standard safeguards, unauthorized third parties, including hackers, viruses, worms, or other malware may gain access to, obtain or damage User Information, Transactions, Transaction results or Customer's systems, and that Jumio is not responsible or liable for any damages, claims, or losses as a result of any such activities.

5. **INTELLECTUAL PROPERTY**. Jumio owns the Service and all copies, improvements, modifications and derivative works thereof, and all Intellectual Property Rights relating thereto are and shall remain the exclusive property of Jumio or its licensors. Except as expressly set forth in this Agreement, Jumio does not grant any rights to the Service to Customer. Customer further agrees that Jumio owns all rights, title, and interest in and to the Service, including any changes or modifications made to the Service in connection with this Agreement, whether made independent of, in conjunction with, or at the direction of Customer, including any suggestions, comments or other feedback provided by Customer to Jumio with respect to the Service, and any insights, knowledge, or know-how, derived therefrom.

6. **WARRANTIES**. THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JUMIO SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESSED OR IMPLIED, INLCUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD TITLE, NONINFRINGEMENT, OR SATISFACTORY QUALITY, REGARDLESS OF WHETHER IMPOSED BY CONTRACT, STATUTE, COURSE OF DEALING, CUSTOM OR

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USAGE, OR OTHERWISE. JUMIO DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES THAT THE SERVICE WILL BE UNINTERRUPTED OR PROVIDED WITHOUT ERROR.

7. **LIMITATION OF LIABILITY; INDEMNITY**

7.1 IN NO EVENT SHALL JUMIO HAVE ANY LIABILITY OF ANY KIND UNDER THIS AGREEMENT INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING LOSS OF INCOME, DATA, PROFITS, REVENUE OR BUSINESS INTERRUPTION. The limitations of liability and exclusions of damages set forth in this Section 7 are fundamental elements of the basis of the bargain between Jumio and Customer and shall apply to the maximum extent allowed under applicable law.

7.2 Customer will defend or settle any action or claim against Jumio, its affiliates, and their respective shareholders, directors, officers, agents and employees, in connection with (i) Customer's or a User's use of the Services, or (ii) Jumio's use of User Information in accordance with the terms of this Agreement, and will pay any court costs, court awarded judgments, settlements, and attorneys' fees to defend or settle the action or claim.

8. **AGREEMENT TERM**. The Agreement shall be effective as of the last date signed below by the parties ("**Effective Date**"). Unless earlier terminated pursuant to the provisions of the Agreement, the Agreement shall terminate at the earlier of the expiration of the Trial Period or 30 days from the Effective Date.

9 **SURVIVAL.** .Sections 2.1 (Service Restrictions), 2.3 (Acceptable Use), 2.4 (Compliance, Consents, and Notifications), 4 (Information Security) 5 (Intellectual Property), 6 (Warranties), 7 (Limitation of Liability; Indemnity), 9 (Survival), and 10 (Miscellaneous) of the Agreement will survive the termination of the Agreement.

10. **MISCELLANEOUS**

10.1 **Relationship between the Parties.** Nothing in this Agreement shall be deemed to establish a partnership, joint venture, or employment relationship between the Parties, and neither Customer nor Jumio is the agent of the other or is authorized to create any liability or obligation in the name of the other Party.

10.2 **Export Controls**. Customer agrees that it shall not, directly or indirectly, export or re-export, or knowingly permit the export or re-export of, the Service or any technical information about the Service to any country (including Crimea, Cuba, Iran, North Korea, or Syria) or party (including those on the Specially Designated Nationals and Blocked Persons List, Entity List, Denied Persons List, or Unverified List) for which the United States Export Control Reform Act, any regulation thereunder, regulations administered by the United States Treasury Department's Office of Foreign Assets Control, or any similar United States law or regulation, requires an export license or other United States government approval, unless the appropriate export license or approval has been obtained.

10.3 **Sub-processors and Subcontractors.** Jumio uses sub-processors and certain other affiliates, subcontractors, agents, and vendors to perform the Service, and Jumio will be liable for such parties' compliance with the terms of this Agreement. Customer shall be liable for the actions of all affiliates, subcontractors, and other parties it engages with respect to the Service.

10.4 **Third-Party Beneficiaries**. There are no third-party beneficiaries to this Agreement.

10.5 **Assignment**. Customer may not assign this Agreement without the prior written consent of Jumio.

10.6 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will be severable from the remainder of this Agreement, will not cause the invalidity or unenforceability of the remainder of the Agreement, and will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law.

10.7 **Waiver**. Neither party waives any rights by delaying or failing to exercise such rights at any time.

10.8   **Interpretation**. The headings in this Agreement are for convenience of reference only and have no legal effect. The word "including" shall mean "including without limitation".

10.9   **Force Majeure**. Jumio shall not be liable for any failure or delay in performance under this Agreement which is due to any event beyond the reasonable control of Jumio.

10.10   **Governing Law**. This Agreement, and any related disputes, shall be construed according to and governed by the laws of the State of California, U.S.A., without giving effect to its rules regarding conflicts of law. The parties agree to exclusive jurisdiction of the state or federal courts located in Santa Clara County, California, U.S.A.

10.11   **Entire Agreement.** This Agreement, including all exhibits and addenda hereto, sets forth the entire understanding and agreement between the Parties with respect to its subject matter, and supersedes and replaces any previous communications, understandings, and agreements. This Agreement may only be modified by a written amendment signed by authorized representatives of both Parties.

10.12   **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one instrument. The Parties may execute this Agreement via electronic signature which will constitute an original signature for all purposes.

EXHIBIT A
SERVICES

AUTHENTICATION: Jumio's authentication product which can be used to authenticate a previously enrolled User by comparing biometric face identities captured using a proprietary process. A User can be authenticated for an unlimited number of times during the applicable Term.

 FASTFILL: Jumio's process for using commercially reasonable efforts to extract certain data fields from specific document types including utility bills and bank statements. • DOCUMENT

VERIFICATION: Jumio's data extraction capabilities wrapped into a standalone product that populates forms or individual data fields by extracting the necessary information from personal identification documents (without verification of said document) for the purpose of reducing User keystrokes.

ID VERIFICATION: Jumio's proprietary personal identification document capture and verification software application, comprising computer vision and analytics, and/or manual verification by ID experts using a proprietary software application. ID Verification enables real-time ID scanning and verification on websites and mobile applications helping to reduce risk and minimize fraud for online transactions. Where specified in the Sales Order, ID Verification may include:

- Identity Verification - a feature of ID Verification that determines whether the person on an identification document is the person presenting that document in a transaction.

- Screening - data provided via Jumio's ID Verification process is used to determine whether an individual may or may not be listed on an Enhanced Sanctions, Politically Exposed Persons or Adverse Media database. Jumio will advise if there is a potential match based on name and date of birth. In the event there is a potential match, a data set containing the potential match(es) will be provided to the Customer for further review and analysis.