

## AGREEMENT FOR BRITEVERIFY SERVICES

**IMPORTANT: BRITEVERIFY ("BRITEVERIFY") A DIVISION OF ORIGIN ADS, INC., IS WILLING TO LICENSE THE RIGHT FOR YOU TO USE THE SERVICES PROVIDED BY THE BRITEVERIFY CONTACT DATA VERIFICATION PLATFORM ("BV SERVICES") TO YOU ONLY UPON THE CONDITION THAT YOU, EITHER AS AN INDIVIDUAL OR A DULY AUTHORIZED REPRESENTATIVE FOR AN ENTITY, ACCEPT ALL OF THE TERMS CONTAINED IN THIS AGREEMENT ("AGREEMENT"). PLEASE READ THE TERMS OF THIS AGREEMENT AND ANY PROVIDED SUPPLEMENTAL TERMS CAREFULLY. BY CLICKING ON THE "I ACCEPT" BUTTON WHERE INDICATED OR INSTALLING, COPYING OR OTHERWISE USING THE BV SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ALL OF THE TERMS OF THIS AGREEMENT, SELECT THE "I DECLINE" BUTTON WHERE INDICATED AND YOU SHALL NOT INSTALL, COPY OR OTHERWISE USE THE BV SERVICES AND RETURN ANY MATERIALS TO BRITEVERIFY. YOU SHOULD MAINTAIN A COPY OF THIS LICENSE FOR YOUR RECORDS.**

1. Definitions: Specific terms used in this Agreement will have the following definitions:

- a. **BV Services**: All software services made available by BriteVerify or its authorized distributors to You, including, without limitation: (i) any related applications that allow connectivity to the BV Services; (ii) written documentation or other forms, including BriteForms and (iii) all updates, replacements, revisions, enhancements, additions, conversions, modifications, copies, derivative works, inventions, discoveries, patentable or copyrightable matter, concepts, expertise, techniques, patents, copyrights, trade secrets and other related legal rights of the foregoing items.
- b. **Billable Transaction**: A verification request sent by You that results in a completed response from BV Services, this excludes un-authenticated requests or service unavailable responses.
- c. **Contact Data**: Includes any combination of email address, postal address, phone number, IP Address, and / or Name
- d. **Term**: This Agreement becomes effective only after You have set up a BriteVerify account and terminate once You stop using BV Services and BriteVerify's receipt of final payment for all outstanding fees due BriteVerify.

2. **License and Services**. Subject to the terms and conditions of the Agreement and provided all fees have been paid for the BV Services, BriteVerify hereby grants You a non-exclusive, non-transferable, worldwide right to access the BV Services, solely for Your internal business purposes. The login and password can only be used by You and cannot be shared or used by more than one individual. You may not: (i) modify, change or create any derivative works of the BV Services, including translation or localization; (ii) copy, decompile, disassemble, decrypt, reverse engineer, or otherwise attempt to derive the source code for the BV Services (except to the extent applicable laws specifically prohibit such restriction); (iii) redistribute, encumber, sell, rent, lease, sublicense, display, publish, disclose or otherwise transfer rights to the BV Services, in whole or in part, to any other person or entity; (iv) remove or alter any trademark, logo, copyright or other proprietary notices, legends, symbols or labels in the BV Services; (v) interfere with or disrupt the integrity or performance of the BV Service or the data contained therein; or (vi) attempt to gain unauthorized access to the service or its related systems or networks. All rights not expressly granted herein are reserved to BriteVerify. The Service Level Uptime Offering for the BV Services is set forth in Section 16.

3. Payment; Pricing.

- a. **Payment**. You shall be required to set up an account with BriteVerify prior to using the BV Services. BriteVerify will require credit card payments, unless BriteVerify requires pre-payment by You or agrees, in its sole discretion and in writing to accept payment via check. If You have provided a credit card as your payment method, You hereby authorize BriteVerify to charge at the

time of use for all amounts due or, in the alternative, BriteVerify may, in its sole discretion, charge your card at the beginning of each month for services used by You during the previous calendar month. If You do not pay BriteVerify for services when due or if Your credit card is declined at any time, BriteVerify has the option to suspend the provision of services immediately until such amounts are paid.

b. Pricing. By using the BV Services, You agree to pay BriteVerify costs for Contact Data verifications services based on pricing listed at <http://www.briteverify.com>, except in situations where You have executed a separate Pricing Agreement, for Contact Data verification services rendered, in which case You will agree to pay in accordance with that Pricing Agreement. If no separate Pricing Agreement exists, you will be billed and agree to pay for the highest number of Contact Data usage submitted to BriteVerify between email address, postal address, phone number, IP Address, and / or Name per the pricing listed at <http://www.briteverify.com>. In addition, if you do not call BriteVerify for a pricing quote of "Over 2MM" for 2 million or more monthly transactions and You submit more than 2 million or more monthly transactions, the price will be \$.004 per transaction and you agree to pay such fees.

c. Terms Regarding Application For Credit With BriteVerify. BriteVerify and any of its employees, officers, or agents, are authorized to obtain information concerning Your credit worthiness. Any person to whom a credit application is presented and completed is authorized to disclose to BriteVerify and any of its employees, officers, or agents, any information requested, and You hereby waive any claim against, and fully releases from any and all liability, such persons by reason of any disclosure. You authorize BriteVerify to verify the truthfulness of all financial representations including a grant of authority to check credit with various credit reporting agencies or any listed financial institutions named in the application for credit separately requested by BriteVerify in connection with this Agreement. You agree to notify BriteVerify in writing of any development which may adversely affect Your financial condition, promptly after the occurrence thereof. All statements appearing on this form are true and correct and are made for the purpose of obtaining credit from BriteVerify. Credit granted to applicant may, at the option of BriteVerify, be cancelled at any time upon notice to You.

4. Account, Password And Security. As part of the application process, You will create a password and account. You are responsible for maintaining the confidentiality of the password and account, and are fully responsible for all activities that occur under Your account, including, without limitation, all actions by sub-users registered under Your account. In addition, You are solely responsible to review the instructions and user policies provided in conjunction with the BV Services and bear all responsibility for using the BV Services correctly in accordance with such instructions and user policies. You agree to (a) immediately notify BriteVerify of any unauthorized access to or use of Your password or account or any other breach of security and (b) ensure that You exit (log off) from Your account at the end of each session. BriteVerify cannot and will not be liable for any loss, damage or other liability arising from Your failure to comply with this Section or from any unauthorized access to or use of Your account.

5. Term And Termination. This Agreement is effective upon Your acceptance as indicated above and shall continue until terminated. Without prejudice to any other rights, BriteVerify may terminate this Agreement immediately upon written notice if You breach any of these terms and conditions. If BriteVerify shall default in the performance of any of the terms or conditions of this Agreement, BriteVerify shall have thirty (30) days to cure such default. The thirty (30) days shall commence following delivery by You of a written notice to BriteVerify specifying the nature of the default, the requested remedy and manner and method of cure as are permitted and authorized by this Agreement. Failure to notify the other party of a breach may be accepted as evidence that no breach occurred. On termination, You acknowledge that it is Your responsibility to terminate. Disconnect or disable any application (API) that provides access to the BV Services. Notwithstanding a termination of this Agreement, Sections 4 and 5 thought 15 shall survive termination of this Agreement.

6. Ownership And Confidentiality.

a. Ownership by You. You warrant that all Contact Data sent to BriteVerify has been legally obtained and that its use is not in violation of any laws, rules and regulations governing such Contact Data. In the event You provide access to Your or any Contact Data in a file stored with a third party source, You warrant and represent that You have all legal rights and authority to grant BriteVerify access to such files in order to download and process that Client Data using the BV Services.

b. Ownership by BriteVerify. You acknowledge that BriteVerify owns and retains all right, title and interest, including but not limited to, all copyright, patent, trade secret rights, moral rights and other intellectual property rights, in and to the BV Services (and any portions thereof), including all related intellectual property rights, in and to the BV Services and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by You or any other party relating to the BV Service. The BriteVerify name, logo, and the product names associated with the BV Services are trademarks of BriteVerify or third parties, and no right or license is granted to use them. You agree that You shall not contest or challenge, or take any action inconsistent with or that may damage or impair BriteVerify's ownership or rights, and further that You shall not contest or challenge, or take any action inconsistent with or that may damage or impair the ownership or intellectual property rights of BriteVerify's licensors. In addition, You acknowledge that BriteVerify does not store the Contact Data as provided to it but may retain certain transactional information for data aggregation services, to permit data analyses.

c. BriteVerify Confidentiality. You acknowledge that the BV Services are and contains valuable trade secrets of BriteVerify. You agree to maintain the confidentiality of the BV Services using at least the same degree of care You use with Your own confidential information which shall not be less than a reasonable standard of care under the circumstances.

d. Your Confidentiality and Privacy. BriteVerify's Privacy Policy located at <http://www.briteverify.com/privacy.html> is incorporated into this Agreement. Notwithstanding anything in the contrary in this Agreement, BriteVerify agrees to maintain Contact Data confidential, to only use Contact Data and Your other Information for the purpose for which such information is disclosed to BriteVerify, to not disclose Your Information to anyone within its organization without a need to receive it for the specific purpose for which it is being disclosed to BriteVerify and to not disclose it to any third party.

e. Exceptions To Confidentiality. The obligations of confidentiality and restriction used in Section 6 shall not apply to any Confidential Information that the Disclosing Party proves: (i) was in the public domain prior to the date of this Agreement or subsequently came into the public domain through no fault of the Disclosing Party; (ii) was lawfully received by the Disclosing Party from a third party free of any obligation of confidence to such third party; (iii) was already in the Disclosing Party's possession prior to receipt by the receiving party; (iv) is required to be disclosed in a judicial or administrative proceeding after all reasonable legal remedies for maintaining such information in confidence have been exhausted including, but not limited to, giving the receiving party as much advance notice as practical of the possibility of such disclosure to allow the receiving party to stop such disclosure or obtain a protective order concerning such disclosure; or (v) is subsequently and independently developed by the Disclosing Party's employees, consultants or agents without reference to Confidential Information.

7. Disclaimer Of Warranty. BriteVerify makes every effort to ensure that information contained in query responses is valid. However, BriteVerify shall not be held liable for

any inaccuracies contained within its query responses, or inaccuracies caused by incomplete or inaccurate Contact Data provided by third party sources. BRITEVERIFY MAKES NO WARRANTY OR CONDITION OF ANY KIND WHATSOEVER, EXPRESSED OR IMPLIED REGARDING THE BV SERVICES. ALL IMPLIED WARRANTIES AND CONDITIONS, INCLUDING THOSE OF MERCHANTABILITY, CONDITION ARE HEREBY DISCLAIMED. BRITEVERIFY DOES NOT WARRANT THAT THE OPERATION OF THE BV SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL DEFECTS IN THE BV SERVICES WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR OUR AUTHORIZED REPRESENTATIVES SHALL CREATE A WARRANTY OR IN ANY WAY INCREASE THE SCOPE OF OUR OBLIGATIONS HEREUNDER.

8. Limitation Of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BRITEVERIFY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OF OR INABILITY TO USE THE BV SERVICES OR LOSSES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, AND REGARDLESS OF THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN ANY CASE, BRITEVERIFY'S ENTIRE LIABILITY TO YOU UNDER ANY PROVISION OF THIS AGREEMENT SHALL NOT EXCEED US\$1,000 IN THE AGGREGATE.

9. Indemnification. You shall indemnify and hold harmless BriteVerify from and against all losses, claims, damages or other causes of any nature or kind whatsoever (including reasonable attorney's fees) arising directly or indirectly out of third party claims concerning (i) a breach of any of Your obligations, covenants, representations or warranties contained herein, (ii) disclosure of BriteVerify's confidential information; (iii) Your use of the BriteVerify Services and (iv) the negligence or intentional misconduct of You or Your officers, employees, agents or contractors.

10. Miscellaneous.

- a. You may not assign this Agreement or Your rights and obligations under this Agreement without the prior written consent of BriteVerify and any such assignment shall be null and void. This Agreement shall be binding upon and inure to the benefit of the successors and assignees of BriteVerify.
- b. BV Services, including technical data, is subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. The BV Services may not be downloaded, or otherwise exported or re-exported into, or to anyone on the U.S. Treasury Department's list of Specially Designated Nations or the U.S. Commerce Department's Table of Denial Orders or a country under embargo with the US. You agree to comply strictly with all such regulations and acknowledge that it has the responsibility to obtain such licenses to export, re-export, or import BV Services.
- c. A waiver of any breach of default of this Agreement shall not create a waiver of the term or of any subsequent breach of default.
- d. Should any term or provision of this Agreement be finally determined by a court of competent jurisdiction to be void, invalid, unenforceable or contrary to law or equity, the offending term shall be modified and limited (or if strictly necessary, deleted) only to the extent required to conform to the requirements of law and the remainder of this Agreement (or, as the case may be, the application of such provisions to other circumstances) shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.
- e. Neither party shall be in default or be liable for any delay, failure in performance (excepting the obligation to pay) or interruption of service resulting directly or indirectly from any cause beyond its reasonable control.
- f. The controlling language of this Agreement is English.
- g. The provisions of this Agreement which require or contemplate performance after the expiration or termination of this Agreement shall be enforceable notwithstanding said expiration or termination.
- h. The Parties may execute this Agreement in separate counterparts. BriteVerify by approving the account and You by setting up account; each of which shall be deemed an original instrument against the other Party.

11. Time to File Claim. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the BV Services or the Agreement must be filed within one (1) year after such claim or cause of action arose or be forever barred.

12. Governing Law; Choice of Venue. The validity of this Agreement and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the substantive laws of the State of North Carolina with respect to claims governed by state law and the laws of the United States with respect to claims arising under the laws of the United States, without regard to conflicts of laws principles and excluding the Convention on Contracts for the International Sale of Goods. Any action arising from or relating to this Agreement or the conduct of the parties pursuant hereto shall be commenced and heard solely within a federal or state court of competent jurisdiction found within the boundaries of the United States District Court for the Western District of North Carolina and BriteVerify and You each consent to personal jurisdiction and venue in any such court.

13. Independent Contractor. It is agreed and understood that any work requested by the parties hereto shall be performed under the terms of this Agreement and that all parties hereto are considered independent contractors. Each party is interested only in the results obtained hereunder and has the general right of inspection and supervision in order to secure the satisfactory completion of such work. Neither party shall have control over the other party with respect to its hours, times, employment, etc. Under no circumstances shall either party hereto be deemed an employee of the other, nor shall either party act as agent of the other party. Any and all joint venture or partnership status is hereby expressly denied and the parties expressly state that they have not formed, either expressly or impliedly, a joint venture or partnership.

14. Attorney's Fees. In the event of litigation arises between the Parties concerning the operation, construction, interpretation or enforcement of this Agreement, it is expressly agreed that the party in whose favor final judgment is entered shall be entitled to recover from the other party reasonable attorneys' fees and all costs incurred, in addition to any other relief which may be awarded by the court. Said attorney's fees and costs may be set by the Court at the trial of such action or may be enforced in a separate action brought for that purpose.

15. Entire Agreement. This Agreement, including the Pricing Agreement and any credit application, if any, comprises the entire agreement between the parties relating to its subject matter. This Agreement supersedes all prior agreements and understandings, written or oral, express or implied. This Agreement can be amended or modified only by a writing executed in advance by duly authorized representatives of each of the parties hereto.

16. Service Level Offering, Uptime Percentage. BriteVerify will use commercially reasonable efforts to make all BV Services available with a Monthly Uptime Percentage (defined below) of at least 99.5% during any monthly billing cycle (the "Service Commitment"). In the event that a BV Service does not meet the Service Commitment, You will be eligible to receive a Service Credit as described below.

a. Definitions.

- "Error Rate" means: (i) the total number of internal server errors returned by BV Services as error status "InternalError" or "ServiceUnavailable" divided by (ii) the total number of requests during that five minute period. We will calculate the Error Rate for each BV Services account as a percentage for each five minute period in the monthly billing cycle. The calculation of the number of internal server errors will not include errors that arise directly or indirectly as a result of any of the BV Services SLA Exclusions (as defined below).
- "Monthly Uptime Percentage" is calculated by subtracting from 100% the average of the Error Rates from each five minute period in the monthly billing cycle.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible BV Services account.

b. Service Credits. Service Credits are calculated as a percentage of the total charges paid by You for BV Services for the billing cycle in which the error occurred in accordance with the schedule below.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99% but less than 99.5%	10% Service Credit for fees paid in the affected month
Less than 99%	25% Service Credit for fees paid in the affected month

We will apply any Service Credits only against future BV Services payments otherwise due from You; provided that, we may issue the Service Credit to the credit card that You used to pay for BV Services for the billing cycle in which the error occurred. Service Credits shall not entitle You to any refund or other payment from BriteVerify. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Your sole and exclusive remedy for any unavailability or non-performance of BV Services or other failure by us to provide BV Services is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA or termination of Your use of BV Services.

c. Credit Request and Payment Procedures. To receive a Service Credit, You must submit a request by sending an e-mail message to [sla-request@briteverify.com](mailto:sla-request@briteverify.com). To be eligible, the credit request must (i) include Your account username in the subject of the e-mail message (the account username can be found at the top of the BriteVerify Account Usage page); (ii) include, in the body of the e-mail, the dates and times of each incident of non-zero Error Rates that You claim to have experienced; (iii) include Your server request logs that document the errors and corroborate Your claimed outage (any confidential or sensitive information in these logs should be removed or replaced with asterisks); and (iv) be received by us within ten (10) business days after the end of the billing cycle in which the errors occurred. If the Monthly Uptime Percentage applicable to the month of such request is confirmed by us and is less than 99.5%, then we will issue the Service Credit to You within one billing cycle following the month in which the error occurred. Your failure to provide the request and other information as required above will disqualify You from receiving a Service Credit.

d. BV Services SLA Exclusions. The Service Commitment does not apply to any unavailability, suspension or termination of BV Services, or any other BV Services performance issues: (i) that result from a suspension caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of BV Services; (ii) that result from any actions or inactions of You or any third party; (iii) that result from Your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); or (iv) arising from our suspension and termination of Your right to use BV Services. If availability is impacted by factors other than those used in our calculation of the Error Rate, we may issue a Service Credit considering such factors in our sole discretion.