

## Riscure, Inc. Standard Product Terms and Conditions

### 1. DEFINITIONS.

**Acceptance** means the process set forth in Section 3 by which Customer will determine whether a Product conforms to its Requirements.

**Agreement** means the Riscure-prepared agreement, proposal or other document into which these Standard Product Terms and Conditions are incorporated.

**Confidential Information** means non-public information of or about a Party that other Party gains access to in oral, written, electronic or any other form in the course of carrying out the Agreement and includes, without limitation, (i) with respect to each Party, the terms of the Agreement, and (ii) with respect to Riscure, Software.

**Customer** means the customer identified in the Agreement.

**Hardware** means any hardware that is developed by Riscure and is provided by Riscure hereunder, excluding any third-party hardware that is incorporated therein or is provided therewith.

**Party** means Riscure or Customer.

**Product** means any Software, Hardware, or Third-party Product.

**Requirements** means specifications set forth in the Agreement that will be the basis for Acceptance.

**Riscure** means Riscure, Inc., a California corporation.

**Software** means any software (including, as applicable, training modules) that is developed by Riscure and is provided by Riscure hereunder, excluding any third-party software that is incorporated therein or is provided therewith.

**Standard Product Terms and Conditions** means the terms and conditions set forth in this document.

**Third-party Product** means any software or hardware that is developed by a third party and is provided by Riscure hereunder.

2. **DELIVERY OF PRODUCTS.** Riscure will deliver Products by electronic means to the extent that doing so is feasible. Products that cannot be delivered electronically will be delivered via shipment FOB Origin for Products shipped from the United States, or Ex Works (Incoterms) for Products shipped from other countries.

3. **ACCEPTANCE.** Customer is responsible for completing Acceptance within three weeks of Product's delivery in accordance with Section 2. If Customer does not complete Acceptance within that time, or if Customer puts the Product into production use, then the Product will be deemed accepted. If Customer finds any material way that the Product does not comply with the Requirements, Customer will promptly so notify Riscure, providing details regarding the nature of the non-compliance sufficient to allow Riscure to rectify it. Riscure will use commercially reasonable efforts to rectify the non-compliance as quickly as possible and, upon such rectification, will provide the rectified Product to

Customer to resume Acceptance. The Parties will conduct as many rounds of Acceptance as may be required to rectify any non-compliance. Upon Customer's acceptance or deemed acceptance, Customer will be obligated to pay for the Products as set forth in the Agreement.

4. **PURCHASE ORDERS.** Riscure will accept Customer's signed purchase order stating that it is subject to the terms of the Agreement. Terms and conditions other than payment amount contained in any purchase order, or in any other Customer-provided document, will have no force or effect.

5. **PAYMENT.** In consideration of Riscure's delivery of the Products, Customer will pay the fees specified in the Agreement on the terms set forth therein. If any amount is not paid in full when due, Customer will pay interest on the unpaid amount at a rate equal to the lesser of 1% per month or the maximum rate permitted by applicable law from the due date to the date of full payment. Customer will reimburse Riscure for all costs, including attorneys' fees, incurred in collecting past due payments. Customer is responsible for payment of all applicable taxes other than Riscure's franchise taxes and taxes on Riscure's net income.

6. **COMPLIANCE WITH LAWS.** Customer will use the Products and, as applicable, will export any Product in compliance with all applicable laws and regulations. Furthermore, Customer will not use any Product to cause any financial or operational harm to any third party.

7. **SOFTWARE LICENSE.** Riscure and its licensors hold all intellectual property rights in the Products. So long as the Agreement remains in effect and Customer satisfies its obligations thereunder, Riscure hereby grants to Customer a non-exclusive, worldwide, fully-paid, non-transferable, non-sublicensable license to use, reproduce and modify (as applicable) the Software solely for the purposes of the Agreement. Customer will not make the Software available to any third party. Customer will implement security controls that preclude access to the Software by unauthorized persons. Any rights that Customer may have with respect to Software updates and support will be set forth in the Agreement. Upon expiration or termination of the Agreement, Customer will permanently remove and delete any copies of the Software in its possession.

8. **CONFIDENTIALITY.** If there is a separate, signed confidentiality agreement between the Parties that applies to Confidential Information, then the Parties' rights and obligations regarding Confidential Information will be governed by that agreement; otherwise, those rights and obligations will be as set forth below. Each Party will protect the other Party's Confidential Information by (i) using it only for the purposes of the Agreement, (ii) disclosing it only to the Party's personnel strictly on a need-to-know basis and not to any third party, and (iii) taking such

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measures as it takes to protect its own confidential information of like kind, and in any event a reasonable level of care. The obligations set forth in the preceding sentence will not apply in the event, and only to the extent, that the Confidential Information is (i) already in the receiving Party's possession without obligation of confidentiality, (ii) obtained from a third party without obligation of confidentiality, (iii) independently developed by the receiving Party, (iv) disclosed by the other Party to a third party without obligation of confidentiality, or (v) required to be disclosed by applicable law or governmental order, in which case the receiving Party will, as promptly as possible and before making the disclosure, notify the other Party of its intention to make the disclosure.

**9. LIMITED WARRANTY.** Riscure warrants that (i) Software will comply with its requirements so long as the Agreement remains in effect and (ii) Hardware will be free from material defects for a period of one year from the date of purchase by Customer. If any Product fails to satisfy the foregoing warranty, Customer's sole remedy will be to have Riscure repair or replace the applicable Software or Hardware. **THE FOREGOING WARRANTY CONSTITUTES RISCURE'S SOLE WARRANTY WITH RESPECT TO SOFTWARE AND HARDWARE, AND THE FOREGOING REMEDY CONSTITUTES CUSTOMER'S EXCLUSIVE REMEDY FOR BREACH OF THAT WARRANTY. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, STATUTORY, EXPRESS, OR IMPLIED. RISCURE EXPRESSLY DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.** Customer's warranty rights, if any, with respect to any Third-party Product will be limited to those rights that the applicable third party makes available and that it allows Riscure to pass through to Customer.

**10. LIMITATION OF LIABILITY. EXCEPT AS CONCERNS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS CONCERNS CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS, THE MAXIMUM CUMULATIVE LIABILITY OF RISCURE FOR ANY AND ALL DAMAGES ARISING OUT OF THE AGREEMENT WILL NOT EXCEED THE TOTAL AMOUNT THAT CUSTOMER HAS PAID TO RISCURE UNDER THE AGREEMENT.**

**11. INDEMNIFICATION.** Riscure will defend, indemnify and hold harmless Customer against any third-party claim that any Software infringes the third party's United States patent, copyright or trademark or misappropriates the third party's trade secret if Customer promptly notifies Riscure of such claim. Riscure will be entitled to control, and will assume full

responsibility for, the defense of such claim. Customer will cooperate in all reasonable respects with Riscure, at Riscure's expense, in the investigation, trial and defense of such claim and any appeal arising therefrom. Riscure will be relieved of the foregoing obligations to the extent that any claim relates to (i) modification of the Software by Customer or any third party, (ii) non-Riscure software, (iii) Customer's combination of the Software with any product not provided by Riscure, (iv) use or distribution of the Software other than as contemplated by the Agreement, (v) Customer's continued use of the Software after receiving notification of the third-party claim, or (vi) any Software that Riscure has provided to Customer at no charge.

**12. FORCE MAJEURE.** Neither Party will be liable for any failure or delay in performing any obligation under the Agreement, other than payment obligations, because of war, terrorism, sabotage, riot, strikes, lock-outs, labor stoppage, freight embargoes, fires, explosions, flood, earthquakes, other acts of God, failure of electrical power or telecommunications services, or any other circumstances beyond the Party's reasonable control.

**13. AMENDMENT.** The Parties may amend the Agreement only by a written instrument signed by each Party.

**14. ASSIGNMENT.** Neither Party may assign the Agreement without the written consent of the other Party.

**15. TERMINATION AND SURVIVAL.** Either Party may terminate the Agreement immediately upon notice to the other Party if (i) the other Party fails to perform any material obligation hereunder and does not cure such failure within 30 days of receiving notice thereof, or (ii) the other Party admits an inability to pay its debts; enters into a composition or arrangement with its creditors; has a trustee or receiver appointed, with or without the other Party's consent; or files or has filed against it a petition for relief under the Bankruptcy Code or any similar federal or state statute. Sections 1, 5 through 12, and 16 through 20 will survive termination or expiration of the Agreement.

**16. INDEPENDENT CONTRACTOR.** Riscure is an independent contractor of Customer. Neither Party will have any right, power or authority to create any obligations on behalf of the other.

**17. NO THIRD-PARTY BENEFICIARIES.** There are no third-party beneficiaries of the Agreement.

**18. ENTIRE AGREEMENT; SEVERABILITY.** The Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes all previous negotiations, proposals and understandings regarding that subject matter. If any provision of the Agreement is found to be invalid or unenforceable, then the remainder of the Agreement

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will remain in full force and effect, and that provision will be deemed deleted.

19. **INJUNCTIVE RELIEF.** The Parties acknowledge that a breach of Section 7 or 8 may give rise to irreparable injury for which damages are not adequate compensation. Accordingly, each Party may seek, without obligation to post any bond, injunctive relief against any such breach or threatened breach in addition to any other remedies that the Party may have.

20. **CHOICE OF LAW; JURISDICTION AND VENUE.** The Agreement will be governed by and construed in accordance with the laws of the State of California excluding its conflict of laws provisions. The Parties consent to the exclusive jurisdiction of the state and federal courts in the City and County of San Francisco, California and expressly waive any objection or defense based on lack of personal jurisdiction or venue in connection with any dispute arising out of or relating to the Agreement or its breach. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the Agreement.