

VERIFICATION SERVICES AGREEMENT

BY INDICATING YOUR ASSENT TO ENTER THIS AGREEMENT, YOU SUBMIT TO SHEERID, INC., A DELAWARE CORPORATION (“SHEERID”), AN OFFER TO OBTAIN THE RIGHT TO USE THE SOLUTION UNDER THE PROVISIONS OF THIS VERIFICATION SERVICES AGREEMENT (THE “AGREEMENT”) AND HEREBY AGREE THAT YOU HAVE THE REQUISITE AUTHORITY, POWER AND RIGHT TO FULLY BIND THE PERSON AND/OR ENTITIE(S) (COLLECTIVELY, THE “CUSTOMER”) WISHING TO USE THE PRODUCTS AND SERVICES LISTED ON THE WRITTEN OR ELECTRONIC QUOTATION, ORDER FORM(S) AND/OR OTHER DOCUMENTS (EACH AN “ORDER FORM”) WHICH WE OR ONE OF OUR DISTRIBUTION PARTNERS (EACH, A “PARTNER”) PROVIDE TO CUSTOMER IN CONNECTION WITH THE PURCHASE OF LICENSES TO ACCESS AND USE THE SOLUTION. THE TERMS OF EACH ORDER FORM WILL SET FORTH THE SPECIFIC TERMS OF THE ORDER BUT ALL APPLICABLE TERMS AND CONDITIONS BELOW SHALL APPLY.

IF YOU DO NOT HAVE THE AUTHORITY TO BIND CUSTOMER OR YOU OR CUSTOMER DO NOT AGREE TO ANY OF THE TERMS BELOW, SHEERID IS UNWILLING TO PROVIDE THE SOLUTION TO CUSTOMER, AND YOU SHOULD DISCONTINUE THE ORDER AND/OR REGISTRATION PROCESS.

1. PURPOSE; ORDERING.

Customer offers discounted goods and/or services to Customer’s customers and prospective customers (each, a “Purchaser”) based on certain eligibility criteria (the “Criteria”). Pursuant to this Agreement, Customer may order from SheerID or a Partner licenses to access and use SheerID’s proprietary software solution, to be hosted and made available by SheerID on a software-as-a-service basis, including, if applicable, the SheerID API (as defined below) (collectively, the “Solution”), that is designed to assist Customer in determining if Purchasers meet the Criteria by comparing applicable information provided by Purchasers (“Purchaser Information”) to certain third party databases (the “Databases”). Each Order Form that reference this Agreement and is agreed upon by both Customer and either SheerID or a Partner, as applicable, constitutes a binding commitment to purchase the items described on such Order Form under the terms and conditions of this Agreement. All Order Forms are incorporated herein by reference.

2. IMPLEMENTATION EFFORTS; COLLECTION AND USE OF PURCHASER INFORMATION.

2.1 Implementation Timeline; Cooperation. As further set forth in this Section 2, SheerID and Customer shall each use commercially reasonable efforts to implement the Solution for Customer within the initial 30-day period following the effectiveness of an Order Form (the “Implementation Period”), as may be set forth in an SOW (as defined below); provided that the Solution shall not be used by Customer for production purposes until Customer and SheerID have tested the implemented Solution and agreed in writing that all requirements set forth in this Section 2 have been completed. Customer acknowledges that the timely and successful implementation of the Solution requires good faith cooperation by Customer. Therefore, Customer shall (a) furnish information reasonably requested by SheerID, including applicable Criteria to be utilized, (b) provide access to Customer personnel and systems that SheerID or its personnel may reasonably request, and (c) timely perform its obligations as necessary to complete the implementation during the Implementation Period. In the event that any failure by Customer to comply with the provisions of this Section 2.1 results in any delay or deficiency in implementation of the Solution, SheerID shall not be deemed in breach of this Agreement for such delay.

2.2 Professional Services. In the event that Customer also requires related design, implementation and/or other professional

services (collectively, “Professional Services”), the parties will execute one or more statements of work (each, an “SOW”). SheerID will provide all Professional Services and related deliverables (“Deliverables”) in accordance with the specifications and schedule set forth in each SOW.

2.3 Collection and Use of Purchaser Information.

Purchaser Information shall be collected and made available to the Solution (a) via a data collection method that is hosted by either Customer (“Customer Data Collection”) or SheerID (“SheerID Data Collection”), as set forth in the applicable Order Form, and (b) in accordance with this Section 2.3; provided that, unless otherwise set forth in such Order Form, SheerID Data Collection shall be utilized by all Customers engaging SheerID to provide the Solution as integrated within a Partner’s platform (a “Partner Platform”).

2.3.1 Customer Data Collection. If Customer Data Collection is utilized or if Customer requests a verification based on Purchaser Information it has previously collected, Customer shall be solely responsible for implementing and hosting the applicable data collection method and the associated collection and provision of Purchaser Information to the Solution, including: (a) configuring such method as necessary to collect and share Purchaser Information with the Solution via the SheerID API; (b) obtaining any necessary consents to such sharing from Purchasers pursuant to a privacy policy (the “Customer Privacy Policy”), as required under applicable laws, with respect to the Purchaser Information collected, used and shared by Customer, or by SheerID on behalf of Customer, via the Solution; and (c) providing any necessary notices to, and obtaining any necessary consents from, Purchasers, as required under applicable law, when utilizing SMS/text messaging services and features via the Solution. For purposes of this Agreement, “SheerID API” means the application programming interface and any accompanying or related Documentation (as defined below), source code, executable applications, and other related materials made available to Customer by SheerID, which such SheerID API may be modified by SheerID from time to time; provided that SheerID shall not make any modifications that materially decrease or degrade the features or functions of such SheerID API.

2.3.2 SheerID Data Collection. If SheerID Data Collection is utilized, SheerID shall be solely responsible for implementing and hosting the applicable data collection method and the associated collection and provision of Purchaser Information to the Solution, including: (a) configuring such method as necessary to

collect and share Purchaser Information with the Solution; (b) in the event that the Customer implementation does not include use of the Customer Privacy Policy, obtaining any necessary consents from Purchasers pursuant to a privacy policy, as required under applicable laws, with respect to the Purchaser Information collected, used and shared by Customer, or by SheerID on behalf of Customer, via the Solution; and (c) providing any necessary notices to, and obtaining any necessary consents from, Purchasers, as required under applicable law, when utilizing SMS/text messaging services and features via the Solution.

2.3.3 Use Rights and Restrictions. Customer acknowledges and agrees that, subject to SheerID's compliance with applicable law and this Agreement, SheerID may, directly or indirectly through the services of any third parties, collect and store Purchaser Information for purposes of providing the Solution. SheerID shall have the right to use, create derivative works of, distribute and otherwise exploit anonymous usage data derived from Purchaser Information ("Usage Data") such as the aggregate number of transactions that occur within the Solution provided that in no event will SheerID disclose or make available any Usage Data in a manner that does or reasonably could permit the recipient of such information to determine that such Usage Data pertained to Customer or a Purchaser in particular.

3. ACCESS AND USE RIGHTS; RESTRICTIONS.

3.1 Access and Use of the Solution. During the applicable Subscription Term (as defined in Section 6.1 below) and subject to the terms and conditions of this Agreement, SheerID hereby grants to Customer a limited, worldwide, non-exclusive, non-transferable license to: (a) implement and utilize the Solution, in accordance with Section 2 above and any usage limitations set forth in the applicable Order Form; and (b) use and make a reasonable number of copies of any descriptions, instructions, or other documentation made available by SheerID, including within an SOW, that describes functionality of the Solution, if any (collectively, the "Documentation"), in each case solely for the benefit of Customer in the ordinary course of its purpose of marketing, advertising or internal purposes, including loss prevention. Customer is solely responsible for obtaining and maintaining any equipment or ancillary services needed to access or otherwise use the Solution, including, without limitation, modems, hardware, software, and long distance or local telephone service and any fees associated therewith.

3.2 Restrictions. Except as otherwise expressly permitted under this Agreement, Customer agrees not to: (a) reverse engineer or otherwise attempt to discover the source code of or trade secrets embodied in the Solution or any portion thereof; (b) distribute, transfer, grant sublicenses, or otherwise make available the Solution (or any portion thereof, including the results of any Database verification (each, a "Result")) to third parties, including, but not limited to, making such Solution available as an application service provider, service bureau, or rental source; (c) create modifications to or derivative works of the Solution; (d) reproduce the Solution or Documentation; (e) use the Solution in a manner not authorized under the Documentation, for purposes that are subject to the Fair Credit Reporting Act or in violation of any applicable law, rule or regulation, including, without limitation, those related to SMS/text messaging and

any export/import laws, (f) reuse a Result for future verification of Purchaser Information or (g) in any way access, use, or copy any portion of the Solution code (including the logic and/or architecture thereof and any trade secrets included therein) to directly or indirectly develop, promote, distribute, sell or support any product or service that is competitive with the Solution.

4. DELIVERY AND SUPPORT OF THE SOLUTION.

During the applicable Subscription Term, subject to Customer's payment of all related Fees (as defined below), SheerID shall, unless otherwise set forth on the applicable Order Form, SheerID shall provide technical support services to Customer regarding Customer's operation and use of the Solution pursuant to its standard support offering ("Support Services"). SheerID shall (i) establish and maintain appropriate technical and organizational measures to protect against accidental damage to, or destruction, loss, or alteration of, Purchaser Information; (ii) establish and maintain appropriate technical and organizational measures to protect against unauthorized access to the Purchaser Information; and (iii) establish and maintain network and internet security procedures, protocols, security gateways and firewalls with respect to the Solution. SheerID is not responsible for the security of Purchaser Information while in transit over the Internet.

5. FEES.

5.1 Fees. Subject to the terms and conditions below, all one-time and recurring fees for, as applicable, the Solution and the Professional Services (collectively, the "Fees") will be set forth on the applicable Order Form and/or SOW, as applicable.

5.2 Payment Terms. Unless otherwise agreed to in writing by the parties, Customer will pay to SheerID or the applicable Partner all undisputed Fees owed either, in SheerID's sole discretion, (i) in advance by credit card, (ii) within 30 days, or such other period as may be specified in the Order Form, after SheerID's issuance of an invoice pertaining thereto or (iii) in accordance with such Partner's payment terms. If applicable, payments will be sent to the address included on the invoice. All amounts payable shall be in the currency of the United States and specifically exclude (and Customer is responsible for) any and all applicable sales, use and other taxes, (other than taxes based on SheerID's income). Unless otherwise set forth in an Order Form, each party is responsible for its own expenses under this Agreement.

6. TERM AND TERMINATION.

6.1 Term of Agreement. This Agreement shall continue in effect until terminated as set forth herein. The initial subscription term for each Solution license purchased by Customer will be as set forth in the applicable Order Form and subject to any renewal as set forth in Section 6.2 below (collectively, the "Subscription Term").

6.2 Subscription Terms; Adjustment; Renewal. Each Subscription Term will commence on the date that both parties have executed the applicable Order Form under which Customer acquires such license, unless a later commencement date is expressly set forth on such Order Form, and will continue for the initial Subscription Term. Thereafter, unless otherwise set forth on the Order Form, each Solution license will automatically renew (i) for the renewal period specified on the applicable Order Form, if any, or, if not specified, for

successive one year periods and (ii) at a 5% increase to the Fees applicable during the immediately preceding term (based upon the latest applicable pricing tier) unless either party notifies the other at least 30 days prior to the commencement of the renewal term that it does not intend to renew the Subscription Term upon the same terms.

6.3 Termination. This Agreement, any Order Form, and/or any SOW, if applicable, may be terminated (a) by either party if (i) there is no current Order Form or SOW in effect or (ii) the other party materially breaches this Agreement and does not cure the breach within 30 days after receiving written notice thereof from the non-breaching party (except that such cure period shall be five days for breaches of Sections 3.2 or 8), (b) in the event that any applicable Partner Platform is no longer available or (c) as set forth in Section 10. Additionally, a particular Order Form or SOW may be temporarily suspended or terminated by SheerID in the event that Customer fails to pay applicable Fees when due or otherwise violates any of the use restrictions set forth herein.

6.4 Effect of Termination. Upon any termination of this Agreement, an Order Form, or an SOW without prejudice to any other rights or remedies which the parties may have, (a) all rights licensed and obligations required thereunder shall immediately cease; provided that Sections 3.2, 5.2, 6.4, 7, 8, 9.3, 10, 12 and 14 shall survive termination, (b) Customer will promptly delete and destroy all copies of the Documentation in its possession or control, and (c) Customer shall pay to SheerID any outstanding Fees that have accrued under the Agreement, Order Form and/or SOW prior to the date of termination.

7. PROPRIETARY RIGHTS.

As between the parties, SheerID will retain all ownership rights in and to the Solution, all updates and/or upgrades thereto (including any changes which incorporate any ideas, feedback or suggestions provided by Customer), Documentation, and other derivative works of the Solution and/or Documentation that are provided by SheerID, and all intellectual property rights incorporated into or related to the foregoing. The trademarks and service marks and other SheerID logos and product and service names are trademarks of SheerID (the "SheerID Marks"). Likewise, the trademarks and service marks and other logos and product and service names of Customer are trademarks of Customer (collectively "Customer Marks"). Without the other party's prior written permission, the parties agree not to display or use in any manner, the SheerID Marks or Customer Marks, as applicable. All rights not expressly licensed by SheerID and Customer under this Agreement are reserved. Unless expressly stated otherwise in a SOW, SheerID will retain all right, title and interest in and to all Deliverables (including any and all intellectual, property rights therein) and Customer hereby irrevocably assigns to SheerID any and all ownership rights it may have in or to such Deliverables (including any and all intellectual, property rights therein). Customer's rights to the Deliverables shall be the same as the rights granted to Customer under the Agreement with respect to the Solution. Notwithstanding the foregoing, Customer retains all right, title and interest in and to any Customer Confidential Information (as defined in Section 8 below), including any and all Customer Marks (as defined below) and other materials supplied by Customer to SheerID that may be incorporated into or provided with any Deliverable.

8. CONFIDENTIAL INFORMATION.

"Confidential Information" means, with respect to a party (the "disclosing party"), information that pertains to such party's business, including, without limitation, technical, marketing, financial, employee, planning, product roadmaps and documentation, performance results, pricing, and other confidential or proprietary information. Confidential Information will be designated and/or marked as confidential when disclosed, provided that any information that the party receiving such information (the "receiving party") knew or reasonably should have known, under the circumstances, was considered confidential or proprietary by the disclosing party, will be considered Confidential Information of the disclosing party even if not designated or marked as such. The receiving party shall preserve the confidentiality of the disclosing party's Confidential Information and treat such Confidential Information with at least the same degree of care that receiving party uses to protect its own Confidential Information, but not less than a reasonable standard of care. The receiving party will use the Confidential Information of the disclosing party only to exercise rights and perform obligations under this Agreement. Confidential Information of the disclosing party will be disclosed only to those employees and contractors of the receiving party with a need to know such information. The receiving party shall not be liable to the disclosing party for the release of Confidential Information if such information: (a) was known to the receiving party on or before the effective date of this Agreement without restriction as to use or disclosure; (b) is released into the public domain through no fault of the receiving party; (c) was independently developed solely by the employees of the receiving party who have not had access to Confidential Information; or (d) is divulged pursuant to any legal proceeding or otherwise required by law, provided that, to the extent legally permissible, the receiving party will notify the disclosing party promptly of such required disclosure and reasonably assists the disclosing party in efforts to limit such required disclosure.

9. REPRESENTATIONS AND WARRANTIES; DISCLAIMER.

9.1 Mutual. Each party represents, warrants and covenants to the other party that: (a) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it under this Agreement, (b) the execution of this Agreement and performance of its obligations under this Agreement do not and shall not violate any other agreement to which it is a party, (c) this Agreement constitutes the legal, valid and binding obligation of such party when executed and delivered and (d) any and all activities it undertakes in connection with this Agreement shall be performed in compliance with all applicable laws, rules and regulations.

9.2 By SheerID. SheerID warrants that (a) all Support Services and Professional Services shall be provided in a professional, competent and workmanlike manner in accordance with the prevailing industry standards, (b) the Solution, when used in accordance with the Documentation, will perform in all material respects as specified in such Documentation during the applicable Subscription Term, and (c) SheerID will not knowingly introduce any "back door," "time bomb," "Trojan horse," "worm," "drop dead device," "virus," "preventative routines" or other computer software routines within the Solution that are intentionally designed to permit unauthorized access to or use of either the Solution's or Customer's computer systems ("Viruses"). In the event of any breach of the warranties in subsection (a) or (b) above,

SheerID shall, as its sole liability and Customer's sole remedy, diligently remedy any deficiencies that cause the Support Services, the Professional Services and/or Solution to not conform to such warranties promptly after its receipt of written notice from Customer. SheerID will not be liable to the extent that any breach of the foregoing warranties are caused by (i) inaccurate information within any Databases; (ii) unauthorized use or use of the Solution other than in accordance with the Documentation or (iii) Viruses introduced by Customer or its agents.

9.3 Disclaimers. THE EXPRESS WARRANTIES SET FORTH IN THIS AGREEMENT ARE THE EXCLUSIVE WARRANTIES OFFERED BY EITHER PARTY AND ALL OTHER CONDITIONS AND WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY CONDITIONS OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, ACCURACY, QUIET ENJOYMENT, TITLE, MERCHANTABILITY AND THOSE THAT ARISE FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE ARE HEREBY DISCLAIMED. SHEERID DOES NOT WARRANT THAT CUSTOMER'S USE OF THE SOLUTION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ERRORS WILL BE CORRECTED. IN ADDITION, SHEERID SHALL NOT BE LIABLE FOR DAMAGES OF ANY KIND RELATED TO ANY PARTNER PLATFORM OR A THIRD PARTY'S FRAUDULENT OR UNAUTHORIZED ACTIVITY IN CONNECTION WITH CUSTOMER'S USE OF THE SOLUTION.

10. INDEMNIFICATION, LIMITATION OF LIABILITY.

10.1 Indemnification. SheerID will defend at its own expense any action against Customer brought by a third party to the extent that the action is based upon a claim that the Solution infringes any United States copyright or misappropriates any trade secret rights and SheerID will pay those costs and damages finally awarded against Customer in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. Customer will defend at its own expense any action against SheerID brought by a third party to the extent that the action is based upon a claim that Customer has breached any term or condition within Section 2.3.1 of this Agreement and Customer will pay those costs and damages finally awarded against SheerID in any such action that are specifically attributable to such claim or those costs and damages agreed to in a monetary settlement of such action. The foregoing obligations are conditioned on the indemnified party notifying the indemnifying party promptly in writing of such action, the indemnified party giving the indemnifying party sole control of the defense thereof and any related settlement negotiations, and the indemnified party cooperating and, at the indemnifying party's reasonable request and expense, assisting in such defense. If the Solution (or any component thereof) becomes, or in SheerID's opinion is likely to become, the subject of an infringement claim, SheerID may, at its option and expense, either (a) procure for Customer the right to continue exercising the rights licensed to Customer in this Agreement, or (b) replace or modify the Solution so that it becomes non-infringing and remains functionally equivalent. If neither of the foregoing options are, in SheerID's reasonable opinion, commercially reasonable, SheerID may terminate this Agreement and will refund to Customer a pro-rata portion of any applicable prepaid Fees. This

Section 10.1 states SheerID's entire liability and Customer's sole and exclusive remedy for infringement claims and actions.

10.2 Limitation of Liability. EXCEPT WITH RESPECT TO EACH PARTY'S CONFIDENTIALITY AND INDEMNIFICATION OBLIGATIONS HEREUNDER, IN NO EVENT SHALL SHEERID, A PARTNER OR CUSTOMER BE LIABLE TO THE OTHER PARTIES OR TO ANY THIRD PARTY, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR SPECIAL DAMAGES (INCLUDING ANY DAMAGE TO BUSINESS REPUTATION, LOST PROFITS OR LOST DATA), WHETHER FORESEEABLE OR NOT AND WHETHER OR NOT SUCH PARTY IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EACH PARTY'S AGGREGATE CUMULATIVE LIABILITY TO THE OTHER, IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED, IN THE AGGREGATE AND REGARDLESS OF WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, THE TOTAL OF THE FEES PAID AND PAYABLE TO SHEERID BY CUSTOMER UNDER THIS AGREEMENT DURING THE ONE YEAR PERIOD PRIOR TO THE DATE THAT SUCH LIABILITY FIRST ARISES.

11. PUBLICITY.

During the term of this Agreement, Customer hereby agrees that SheerID shall have the right, but not the obligation, to include Customer's name and logo as a customer who uses the Solution on the SheerID website and in a press release or other materials promoting the Solution.

12. INJUNCTIVE RELIEF. The parties acknowledge that the Solution and each party's Confidential Information are unique property, and the unauthorized use thereof will cause the injured party irreparable harm that may not be adequately compensated by monetary damages. Accordingly, the parties agree that the injured party will, in addition to other remedies available to it at law or in equity, be entitled to seek injunctive relief to enforce the terms of this Agreement, including to prevent any actual or threatened unauthorized use or sublicensing of each party's Confidential Information, the Solution, or any information or data contained therein.

13. INSURANCE.

SheerID, at its own expense, will maintain at a minimum the following insurance coverages: (a) Commercial General Liability Insurance with coverage in an amount equal to or greater than US\$2,000,000 per occurrence combined single limit; (b) Worker's Compensation Insurance with coverage complying with at least the statutory limits of coverage within the relevant state of employment; (c) Management Liability Insurance with coverage in an amount equal to or greater than US\$3,000,000 per occurrence combined single limit; (d) Cyber Insurance with coverage in an amount equal to or greater than US\$5,000,000 and (e) Umbrella Insurance an amount equal to or greater than US\$3,000,000. SheerID will provide Customer with necessary documentation, including certificates of insurance, evidencing the required coverage, if requested in writing.

14. MISCELLANEOUS.

The parties are independent contractors with respect to each other, and

nothing in this Agreement shall be construed as creating an employer-employee relationship, a partnership, agency relationship or a joint venture between the parties. Each party will be excused from any delay or failure in performance hereunder, other than the payment of money, caused by reason of any occurrence or contingency beyond its reasonable control, including but not limited to acts of God, earthquake, labor disputes and strikes, riots, war and governmental requirements. Neither party will assign, transfer or delegate its rights or obligations under this Agreement (in whole or in part) without the other party's prior written consent except, upon prior written notice, pursuant to a transfer of all or substantially all of such party's business and assets, whether by merger, sale of assets, sale of stock, or otherwise. Any attempted assignment, transfer or delegation in violation of the foregoing shall be null and void. All modifications to or waivers of any terms of this Agreement must be in a writing that is signed by the parties hereto and expressly references this Agreement. This Agreement shall be governed by the laws of the State of Oregon, without regard to Oregon conflict of laws rules. The exclusive venue and jurisdiction for any and all disputes, claims and controversies arising from or relating to this Agreement shall be the state or federal courts located in Multnomah County, Oregon. Each

party waives any objection (on the grounds of lack of jurisdiction, forum non conveniens or otherwise) to the exercise of such jurisdiction over it by any such courts. The United Nations Convention on Contracts for the International Sale of Goods will not apply to the interpretation or enforcement of this Agreement. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. This Agreement includes any Order Forms and SOWs agreed to by the parties in writing and all expressly referenced documents. Collectively the foregoing constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements or communications, including, without limitation, any quotations or proposals submitted by SheerID. The terms on any purchase order or similar document submitted by Customer to SheerID will have no effect and are hereby rejected. All notices, consents and approvals under this Agreement must be delivered in writing by courier, by facsimile, or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth on the applicable Order Form.

* * *