

# ALLOY MASTER SERVICES AGREEMENT

Last Updated: March 1, 2023

This Alloy Master Services Agreement (including Schedule 1 and any Order Form, Statement of Work or data processing addendum referencing this Alloy Master Services Agreement, this “**Agreement**”) is by and between First Mile Group, Inc. d/b/a Alloy, a Delaware corporation (or the applicable Alloy Affiliate named on the Order Form) (“**Alloy**”), and the entity entering into an Order Form with Alloy (“**Client**”). Alloy and Client are each a “**Party**” and collectively, the “**Parties**”. Capitalized terms used but not defined in this Agreement will have the respective meanings set forth in Schedule 1 (Definitions). This Agreement becomes effective and binding on the Parties when Client enters into an Order Form with Alloy.

## 1. Access and Use.

- 1.1. **Access to Products and Services.** Client may purchase access to and use of Alloy products and services and Third-Party Services under the terms set forth in this Agreement by entering into one or more Order Forms with Alloy or an Alloy Affiliate. Subject to the terms and condition of this Agreement and only to the extent set forth in an Order Form, Alloy grants to Client during the applicable Order Term a limited, non-exclusive, non-transferable right to access and use: (a) the Alloy SaaS, Alloy SDK and/or certain Third-Party Services, solely for Permitted Purposes; (b) the Alloy API, solely for developing Client’s applications to communicate and interoperate with the Alloy SaaS as permitted by this Agreement; and (c) the Documentation, solely in connection with Client’s use of the Alloy Platform and Alloy SDK.
- 1.2. **Limitations.** The rights granted to Client in this Agreement extend and apply to Client only. Without limiting the generality of the foregoing, no Affiliate or third-party partner of Client may access or use the Alloy Platform or Third-Party Services without Alloy’s prior written approval, which Alloy may grant or withhold in its sole discretion, and which may require the execution of additional agreements between Alloy and such third party.
- 1.3. **System Control.** As between the Parties, Alloy will retain sole control over the operation, provision, maintenance and management of the Services, and Client will retain sole control over the operation, maintenance and management of, and access to and use of, Client’s systems and applications.
- 1.4. **System Changes.** Alloy may in its sole discretion make changes to the Services, including as Alloy deems necessary or useful to maintain or enhance the quality, functionality, performance, reliability or cost efficiency of the Services or to comply with Applicable Law (each, a “**System Change**”). Alloy will provide reasonable prior written notice to Client of any System Change that Alloy reasonably determines is likely to require material modification to Client’s applications or use of the Services. Alloy may upon ninety (90) days’ prior written notice require Client to obtain and use the most recent version of the Alloy API (a “**Mandatory System Change**”) and/or may deprecate older versions of the Alloy API. Client acknowledges and agrees that Client’s use of any version of the Alloy API other than the most recent version may adversely affect how Client’s applications communicate or interoperate with the Alloy Platform. Client will be responsible at its sole expense for making any changes to Client’s application(s) that are required for integration with the Alloy Platform resulting from a System Change. If a Mandatory System Change materially diminishes the utility of the Alloy Platform to Client or necessitates unduly burdensome changes to Client’s applications, Client may terminate this Agreement effective upon thirty (30) days’ prior written notice to Alloy delivered within thirty (30) days after the effective date of the System Change.
- 1.5. **Suspension of Services.** Alloy may suspend Client’s or any Authorized User’s access to or use of any portion of the Services if Alloy reasonably believes that (a) Client’s or an Authorized Users’ continued access or use entails a security risk to Alloy, the Alloy Platform or any customer, vendor or supplier of Alloy; (b) Client or an Authorized User is accessing or using the Alloy Platform, Third-Party Services or Direct Relationship Services in violation of Section 1.8 (Restrictions and Obligations), any applicable Third-Party Terms or Applicable Law; (c) Alloy’s provision of the Services to Client would violate Applicable Law; or (d) any vendor, supplier, partner or provider of Alloy has suspended or terminated Alloy’s or Client’s access to or use of any third-party product or service that is required for Alloy to make available or for Client to access or use the Alloy Platform or any applicable Third-Party Service or Direct Relationship Service, provided that Alloy will use commercially reasonable efforts to secure a substitute product or service within ten (10) business days following any such suspension under subsection (d). Alloy will provide Client with reasonable advance written notice under the circumstances, (it being understood that Alloy may not provide advance written notice if Alloy reasonably believes the underlying events create a situation where immediate action is warranted or where Client is violating Section 1.8, any applicable Third-Party Terms or Applicable Law), work with Client in good faith to resolve the underlying event, and reasonably tailor the scope and duration of the suspension to the underlying events.
- 1.6. **Reservation of Rights.** Except as otherwise expressly provided herein, nothing in this Agreement grants any right, title or interest in or to (including any license under) any intellectual property rights in or relating to the Alloy Materials or Third-Party Services, whether expressly, by implication, estoppel or otherwise. All right, title and

interest in and to the Alloy Materials and Third-Party Services are and will remain with Alloy or the respective rights holders in the Third-Party Services, and Client will have no right to use the Alloy Materials or Third-Party Services except as expressly set forth herein. All right, title and interest in and to Client's applications are and will remain with Client (except with respect to use of the Alloy API).

#### **1.7. Test Data; Beta Services.**

- 1.7.1.** Alloy may make test data, including from third-party sources, available to Client upon request solely for Client's internal testing, evaluation and other non-production use of the Services ("**Test Data**"). Test Data may be used only on the Alloy Platform and in accordance with any applicable Third-Party Terms. Client acknowledges that Test Data is example data only and may not be complete, current or accurate. Client will not (and will not permit any Authorized User to) copy or export any Test Data and agrees that Alloy may delete or require Client to cease using and delete Test Data at any time.
- 1.7.2.** Alloy may make trial or beta version products, services, or features, including proprietary evaluation scores generated by Alloy, (collectively "**Beta Services**") available to Client. Beta Services are not considered "Services" hereunder, and Client may elect to use available Beta Services in Client's sole discretion and at Client's sole risk, solely for Permitted Purposes. Beta Services may be subject to supplemental written terms (including terms regarding fees) in addition to those set out in this Agreement. Client acknowledges, on behalf of itself and its Authorized Users, that any Beta Services are still under development, may be inoperable or incomplete, may contain errors or bugs, and may be discontinued by Alloy at any time.
- 1.7.3.** Alloy may make trial services, including proof of concept testing, available to Client pursuant to an Order Form ("**Trial Services**"). Trial Services may include access to the Services, Third-Party Services, or Direct Relationship Services, in each case only as set forth in an Order Form and solely for trial, non-production purposes in accordance with the terms of this Agreement and any applicable Third-Party Terms and Direct Relationship Terms. Access to Trial Services will commence on the date of the applicable Order Form and continue for sixty (60) days or any shorter period set forth in the applicable Order Form. Either Party may terminate any Trial Services on five (5) days' prior written notice to the other Party. Client will follow Alloy's reasonable instructions and security protocols regarding the formatting and delivery to Alloy of data to facilitate Client's use of the Trial Services, and any such data will be deemed Customer Data under this Agreement.
- 1.7.4.** NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, ALL TEST DATA, BETA SERVICES AND TRIAL SERVICES ARE PROVIDED "AS-IS" AND "AS AVAILABLE," WITHOUT WARRANTIES OF ANY KIND, AND TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ALLOY'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY IN ANY WAY RELATED TO ANY TEST DATA, BETA SERVICES OR TRIAL SERVICES EXCEED ONE HUNDRED DOLLARS (US\$100). As between Alloy and Client, all right, title and interest in and to any Test Data, Beta Services and Trial Services are and will remain with Alloy.

#### **1.8. Restrictions and Obligations.**

- 1.8.1.** Client will not, and will not permit or enable its Authorized Users to: (a) copy, modify or create derivative works of the Alloy Materials or Third-Party Services, in whole or in part; (b) use the Alloy Materials or Third-Party Services for machine learning purposes or compile or create any database based on data made available through the Alloy Materials or Third-Party Services; (c) rent, lease, lend, sell, time share, broker, license, sublicense, assign, distribute, publish, transfer or otherwise make available to third parties the Alloy Materials or Third-Party Services or permit any third party to access or use the Alloy Platform except in accordance with Section 2 (Authorized Users); (d) access or use the Alloy Materials or Third-Party Services for any purpose other than a Permitted Purpose; (e) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to any software component of the Alloy Materials or Third-Party Services; (f) remove or obscure any proprietary notices from the Alloy Materials or Third-Party Services; (g) access or use the Alloy Materials or Third-Party Services in any manner that causes such Alloy Materials or Third-Party Services to infringe, misappropriate or otherwise violate any intellectual property right or other right of any person or entity; (h) design or permit its applications to disable, override or otherwise interfere with the Alloy Platform, including any Alloy-implemented communications to end users, consent screens, user settings, alerts, warnings or the like; (i) use the Alloy Materials or Third-Party Services to create a product or service that competes with the Alloy Platform or Third-Party Services; (j) cloak or conceal, or attempt to cloak or conceal, its identity or the identity of its applications when requesting authorization to access or use the Alloy Platform or Third-Party Services or access the Alloy Platform or Third-Party Services via mechanical, programmatic, robotic, scripted or other automated search means; (k) access or use the Alloy Platform in a manner that contributes to the discrimination or denial of services to an end user of Client's product or service on the basis of nationality, national origin or immigration status or any protected class; or (l) process Customer Data or access any Third-Party Services or Direct Relationship Services on or through the Alloy Platform, or provide any instructions, rights or authorizations to Alloy with respect to the Customer Data, Third-Party

Services or Direct Relationship Services, except in compliance with Applicable Law and Client's customer agreements.

**1.8.2.** Client will not transfer to Alloy or otherwise process on or through the Alloy Platform any personal data in respect of a non-US data subject without first entering into an appropriate written data processing addendum to this Agreement with Alloy, a form of which Alloy will provide upon request.

**1.8.3.** Client will not access or use the Alloy Platform or any Third-Party Service from outside of the United States and its territories, including by or through any Internet Protocol address located outside of the United States and its territories, without Alloy's prior written consent.

## **2. Authorized Users.**

**2.1. Authorized User Access.** Client may access and use the Alloy Platform only through its Authorized Users and will not permit any unauthorized third parties to access or use the Alloy Platform. Client is solely responsible for its Authorized Users' access to and use of the Alloy Platform, for ensuring that its Authorized Users comply with the applicable terms and conditions of this Agreement, including all applicable Third-Party Terms and Direct Relationship Terms (as defined below), and for ensuring that each Authorized User's permissions and access rights are appropriate and in compliance with Applicable Law and any applicable Third-Party Terms and Direct Relationship Terms. Any act or omission of an Authorized User will be deemed an act or omission of Client. Alloy has no obligation to verify the identity or access privileges of any person who gains access to the Alloy Platform by means of Client's authorized access, and Client authorizes Alloy to comply with any request or instruction from any Authorized User with respect to the Alloy Platform as if such request or instruction were made by Client.

**2.2. Third-Party Authorized Users.** Client must notify Alloy prior to permitting access to the Alloy Platform to any person or entity other than Client's employees (such persons or entities, "**Third-Party Authorized User**"). Alloy may require that a Third-Party Authorized User enter into terms governing its access to and use of the Alloy Platform as a condition of such access, and Client will, upon Alloy's request, use commercially reasonable efforts to cause any such Third-Party Authorized User to enter into such terms. Client acknowledges that certain Third-Party Providers or Direct Relationship Providers may restrict or prohibit access to their respective services by Third-Party Authorized Users.

## **3. Optional Third-Party Integrations.**

**3.1. Client Option.** Client has the option to use the Alloy Platform to transmit Customer Data to third-party service providers, including Third-Party Providers, Direct Relationship Providers, and other third-party service providers of identity verification, authentication, data formatting, or similar services configurable through the Alloy Platform. It is solely Client's responsibility to evaluate any risks associated with such transmission and to obtain any required consent of each individual whose information is included in such transmission. Alloy will have no liability or responsibility for Client's transmission of Customer Data to such third party service providers. Client hereby authorizes and directs Alloy to, as necessary to perform the Services, (i) transmit the Customer Data to such third-party service providers, and (ii) access, use and retrieve, on Client's behalf, the applicable third-party services.

**3.2. Third-Party Services.** Access to or use of a Third-Party Service by Client is subject to the terms of this Agreement and the applicable Third-Party Terms. In the event of any conflict between the Third-Party Terms and any other provision in this Agreement, the Third-Party Terms will prevail solely with respect to the applicable Third-Party Service. If a Third-Party Provider requires Client to agree to changes to the relevant Third-Party Terms as a condition of Client's continued access to certain Third-Party Services, Alloy will notify Client in writing of the changes and their effective date, and Client will not engage in further access to or use of the applicable Third-Party Services upon such effective date unless it has accepted such changes. Client's continued use of the applicable Third-Party Service after receipt of such notification and the effective date of such changes will constitute Client's acceptance of such changes. Client acknowledges that the relevant Third-Party Provider is solely responsible for performance of its respective Third-Party Service(s) and, except as required by applicable privacy law or regulation, Alloy has no liability for the acts or omissions of any Third-Party Provider.

**3.3. Direct Relationship Services.** Client may use on or through the Alloy Platform only those Direct Relationship Services agreed to in writing by the Parties. As a condition of such access and use, Client will maintain in effect a written agreement with the applicable Direct Relationship Provider authorizing Client to access and use such Direct Relationship Service in the manner contemplated by this Agreement ("**Direct Relationship Terms**"). Client will notify Alloy as soon as possible and cease using the applicable Direct Relationship Service(s) on or through the Alloy Platform upon expiration, termination, or suspension of any Direct Relationship Terms. Client is solely responsible for ensuring that only those employees, consultants, contractors, representatives or agents (and individual employees of the same) permitted by the applicable Direct Relationship Terms are granted access to a Direct Relationship Service. Client acknowledges that Alloy has no liability for the acts or omissions of any Direct Relationship Provider.

#### 4. Alloy Services.

- 4.1. **Services.** Subject to the terms and conditions of this Agreement, Alloy will during the applicable Order Term provide or make available: (a) the Alloy Platform and any other applicable Alloy Materials; (b) access to any applicable Third-Party Services and Direct Relationship Services through the Alloy Platform; and (c) any applicable Implementation Services, in each case as set forth in the applicable Order Form ((a) through (c), the “**Services**”). The Services are further described at <https://alloy.com/alloy-products-and-services-description>.
- 4.2. **Service Level Agreement.** Subject to the terms and conditions of this Agreement, Alloy will provide the applicable Services in accordance with the Service Level Agreement set forth at <https://alloy.com/alloy-service-level-agreement>, which forms a part of this Agreement.
- 4.3. **Hosting Providers; Affiliates.** Alloy uses third-party hosting providers, other service providers and Alloy Affiliates to support the provision of the Services in the ordinary course of its business (“**Alloy Providers**”). Alloy reserves the right to engage and substitute Alloy Providers as it deems appropriate, provided that Alloy will at all times be: (a) responsible to Client for the provision of the Services; and (b) subject to Section 3.1, liable for the actions and omissions of Alloy Providers undertaken in connection with Alloy’s performance of this Agreement to the same extent Alloy would be liable if performing the Services directly. For clarity, Third-Party Providers, Direct Relationship Providers, and optional third-party providers of identity verification, authentication, data formatting, or similar services configurable through the Alloy Platform will not be deemed Alloy Providers.

#### 5. Fees; Taxes.

- 5.1. **Fees.** Alloy will invoice, and Client will pay to Alloy, the Fees for the Services set forth on each applicable Order Form in accordance with the applicable Order Form. Any Fees not paid when due will be subject to finance charges equal to the lesser of: (a) one and one-half percent (1.5%) per month; or (b) the highest rate permitted by Applicable Law, determined and compounded daily from the date due until the date paid. Alloy may utilize a third party to provide billing services, including invoicing and payment collection. All Fees and invoices will be denominated in United States dollars and all amounts payable under this Agreement will be paid in United States dollars, except as otherwise explicitly stated in an Order Form.
- 5.2. **Tier Commitments.** If an Order Form lists multiple Entity or Transaction usage tier options and Client commits to a specific tier option (“**Tier Commitment**”) in the Order Form, Client may during an Order Term elect to move to a higher Tier Commitment through written notice to Alloy (email is sufficient) (“**Tier Increase Notice**”). Alloy will implement the increased Tier Commitment retroactively to the first day of the month in which Alloy receives the Tier Increase Notice unless the Tier Increase Notice expressly states a later effective date. If Client commits to an annual Tier Commitment, Alloy will debit used Entities or Transactions from the Tier Commitment monthly, and if Client uses all Entities or Transactions in its annual Tier Commitment prior to the end of the applicable annual period, Client will (a) pay overage Fees at any default overage rate specified in the Order Form on all additional Entities or Transactions during the remainder of the annual period (default option), or (b) if the Order Form lists multiple Tier Commitment options, select a new Tier Commitment that will apply for the next annual period and pay overage Fees at the per-Entity or per-Transaction rate of the new Tier Commitment for the remainder of the ongoing annual period. Any such overage Fees will be invoiced monthly in arrears unless otherwise set forth in an Order Form.
- 5.3. **Changes in Fees for Third-Party Services.** Alloy may, upon at least thirty (30) days’ prior written notice to Client, revise the Fees set forth on an Order Form for any Third-Party Service up to an amount equal to the increase in pricing charged for such Third-Party Service by the relevant Third-Party Provider.
- 5.4. **Fee Disputes.** Client may in good faith dispute Fees prior to the due date on the applicable invoice by notifying Alloy in writing of such dispute prior to the applicable invoice’s payment date. In the event of such a dispute, Client will pay the undisputed amount and may withhold the disputed amount until the dispute is resolved, provided that the Parties will diligently proceed to resolve the dispute in accordance with Section 14.10 (Dispute Resolution; Jury Trial Waiver).
- 5.5. **Taxes.** Fees do not include any local, state, federal or foreign sales, use, value-added, transfer, excise, goods and services, consumption or other similar taxes, levies or duties of any nature (“**Transfer Taxes**”). Client is responsible for paying all Transfer Taxes. If Alloy has the legal obligation to collect Transfer Taxes, the appropriate amount for such Transfer Taxes will be invoiced to and paid by Client unless Client provides a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, Client is liable for such Transfer Taxes whether such Transfer Taxes are imposed on Alloy or Client and whether or not invoiced by Alloy. Fees will be paid free and clear of and without deduction or withholding for or on account of any taxes, levies, duties or other charges in the nature of taxation (including any related interest and penalties) (“**Withholding Taxes**”), unless such deduction or withholding is required by Applicable Law. If such a deduction or withholding is required by Applicable Law, Client will pay such additional fee as may be necessary so that the net amount received by Alloy is equal to the amount that Alloy would have received if such deduction or withholding had not been so required.

## 6. Representations, Warranties, and Covenants.

- 6.1. Mutual Representations, Warranties, and Covenants.** Each Party hereby represents, warrants and as applicable covenants to the other Party that: (a) it has the full right, power and authority to enter into this Agreement; (b) when executed by both Parties, this Agreement will be a valid and binding obligation of such Party; and (c) it has obtained and will maintain throughout the term of this Agreement all necessary licenses, authorizations, approvals and consents to enter into and perform its obligations hereunder in compliance with Applicable Law.
- 6.2. Disclaimer of Warranties.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6 (REPRESENTATIONS, WARRANTIES, AND COVENANTS), ALLOY, ITS AFFILIATES, LICENSORS AND SUPPLIERS AND THE THIRD-PARTY PROVIDERS DISCLAIM ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, ARISING FROM STATUTE, COURSE OF DEALING, USAGE OF TRADE OR OTHERWISE. THE SERVICES AND ALL THIRD-PARTY SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE". ALLOY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES AND CONDITIONS ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, ALLOY MAKES NO WARRANTY AND PROVIDES NO CONDITIONS OF ANY KIND THAT THE SERVICES OR THIRD-PARTY SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CLIENT'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALLOY IS NOT THE PROVIDER OF THE THIRD-PARTY SERVICES OR DIRECT RELATIONSHIP SERVICES OR ANY INFORMATION INCLUDED THEREIN, AND ALLOY DISCLAIMS ANY WARRANTIES AND CONDITIONS RELATED TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION.

## 7. Limitation of Liability.

- 7.1.** IN NO EVENT WILL ANY THIRD-PARTY PROVIDER OR DIRECT RELATIONSHIP PROVIDER BE LIABLE FOR ANY LOSS OR INJURY ARISING OUT OF OR CAUSED IN WHOLE OR IN PART BY ALLOY'S OR ITS AFFILIATES' ACTS OR OMISSIONS IN PROCURING, COMPILING, COLLECTING, INTERPRETING, REPORTING, COMMUNICATING OR DELIVERING THE SERVICES OR ACCESSING THE THIRD-PARTY SERVICES OR DIRECT RELATIONSHIP SERVICES.
- 7.2.** IN NO EVENT WILL ALLOY OR ITS AFFILIATES BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWEVER ARISING, AND REGARDLESS OF WHETHER ALLOY OR ITS AFFILIATES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
- 7.3.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL ALLOY'S AND ITS AFFILIATES' AGGREGATE AND CUMULATIVE LIABILITY UNDER THIS AGREEMENT OR IN CONNECTION WITH THE SERVICES, INCLUDING FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANYTHING TO BE DONE OR FURNISHED UNDER THIS AGREEMENT, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY, AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, EXCEED THE FEES PAID OR PAYABLE TO ALLOY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST EVENT GIVING RISE TO A CLAIM.

## 8. Indemnification.

- 8.1. Client Indemnification.** Client hereby agrees to indemnify, defend and hold harmless Alloy, its Affiliates and its and their directors, officers, employees, agents, contractors and representatives ("**Alloy Parties**") from and against any and all costs, demands, damages, losses, fees, expenses and liabilities (including reasonable attorneys' fees and costs) ("**Losses**") arising from or in any way related to any third-party claim, allegation, action, demand, proceeding or suit ("**Action**") against any Alloy Party that arises out of or relates to (a) Client's breach of this Agreement, including any applicable Third-Party Terms; (b) Client's provision of the Customer Data to Alloy and Alloy's authorized processing of the Customer Data; (c) the Direct Relationship Services; or (d) any Security Event caused by Client's acts or omissions, including through the loss, misuse, or sharing of Alloy user credentials, or any action taken by Alloy in accordance with Client's or its Authorized Users' instructions.
- 8.2. Alloy Indemnification.** Alloy hereby agrees to indemnify, defend, and hold harmless Client its Affiliates and its and their directors, officers, employees, agents, contractors and representatives ("**Client Parties**") from and

against any and all Losses arising from or in connection with any third-party Action against any Client Party that arises out of or relates to a claim that Client's use of the Services in accordance with this Agreement infringes or misappropriates a United States patent or United States registered copyright. Notwithstanding the foregoing, Alloy will not have any obligation to indemnify, defend or hold harmless a Client Partner with respect to any claim of infringement or misappropriation resulting from or relating to (i) Client's (or any of its Authorized Users') access to or use of the Services, Third-Party Services or Direct Relationship Services in violation of this Agreement or any applicable Third-Party Terms, Direct Relationship Terms or Documentation; (ii) Client's failure to use any System Change or other corrections or updates made available by Alloy; (iii) Client's use of the Services in combination with any product, service or information not provided by Alloy; or (iv) any modification of the Services (A) other than by Alloy or (B) at the direction of Client or any Authorized User.

**8.3. Indemnification Procedures.** The indemnity obligations set forth in this Section 8 (Indemnification) are subject to the following: (a) the indemnified Party must promptly give written notice of any claim to the indemnifying Party, provided that delay in giving such notice will not relieve the indemnifying Party from its obligations to the extent it is not prejudiced thereby; (b) the indemnified Party must provide any assistance which the indemnifying Party may reasonably request for the defense of the claim (with any reasonable out of pocket expenses paid by the indemnifying Party); and (c) the indemnifying Party has the right to control the defense or settlement of the claim, provided that the indemnified Party will have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense, and provided further that the indemnifying Party will not enter into any settlement, or otherwise admit liability or fault, on behalf of the indemnified Party without the indemnified Party's prior written consent, which will not be unreasonably withheld, conditioned or delayed.

**8.4. Infringement.** If an injunction or order is issued restricting the use or distribution of any part of the Services or Third-Party Services, or if Alloy determines that any part of the Services or any Third-Party Service is likely to become the subject of a claim of infringement or violation of any proprietary right of any third party, Alloy may in its sole discretion and at its option (a) procure for Client the right to continue using the Services or Third-Party Service; (b) replace or modify the Services or Third-Party Service so that they become non-infringing, provided that such modification or replacement does not materially alter or affect the use or operation of the Alloy Platform or applicable Third-Party Service; or (c) terminate this Agreement. The remedies in Section 8 (Indemnification) constitute Client's sole and exclusive remedies and Alloy's entire liability with respect to infringement claims or actions.

## 9. Intellectual Property.

**9.1. Alloy Materials.** As between Client and Alloy, Alloy retains all right, title and interest in and to the Alloy Materials, including all intellectual property rights therein, and, with respect to each Third-Party Service, the applicable Third-Party Provider retains all right, title and interest, including all intellectual property rights, in and to its respective Third-Party Services, including any data or databases contained therein. Client has no right, license or authorization with respect to any of the Alloy Materials or Third-Party Services except as expressly set forth in this Agreement or the applicable Third-Party Terms, in each case subject to any restrictions set forth in this Agreement or the applicable Third-Party Terms. Client acknowledges and agrees that the Alloy SDK includes certain open-source components that are licensed under open source licenses, copies of which can be found within the Alloy SDK. Notwithstanding the limited right granted in this Agreement, the use, reproduction and distribution of each open source component is governed by the terms and conditions of the applicable open source license.

**9.2. Client Materials.** As between Client and Alloy, Client retains all right, title and interest in and to all Client Materials, including all intellectual property rights thereto, subject to the rights and permissions granted herein. Client hereby grants to Alloy a worldwide, fully-paid, royalty-free, perpetual, irrevocable, sublicensable (through multiple tiers), non-exclusive right to (a) access, store, analyze, process, maintain, copy, display, perform, transmit and otherwise use the Customer Data solely for the purposes of (i) exercising its rights hereunder, (ii) modifying, improving, or enhancing the Alloy Platform; (iii) delivering and providing the Services and fulfilling its obligations hereunder, including in connection with the provision to Client of any insights, reporting, and other product features of the Alloy Platform, and/or (iv) complying with Applicable Law; and (b) copy, display, perform, transmit and otherwise use the Client Art, as well as Client's trade or corporate name, for purposes of marketing the Alloy products and services to third parties, subject to Client's right to approve in writing the manner and form of any such use.

**9.3. Feedback.** Client may provide Feedback regarding Client's (or its Authorized User's) access to or use of the Services, Test Data or Beta Services. Alloy may (but will not be required to) use, without any attribution or compensation to Client, any Feedback (including any ideas, know-how, concepts, techniques, or other intellectual property rights contained therein) for any purpose whatsoever. Alloy has, and may in the course of performing the Services develop, certain general knowledge, experience and know-how (including processes,

ideas, concepts and techniques) pertaining to the Services and will not be prohibited or enjoined from using any such knowledge, experience and know-how for any purpose.

## 10. Confidentiality.

- 10.1. “Confidential Information”** means all information disclosed by or on behalf of a Party (as the “**Disclosing Party**”) under or in connection with this Agreement to the other Party (as the “**Receiving Party**”) that is identified as confidential at the time of disclosure or should be reasonably known by the Receiving Party to be confidential or proprietary due to the nature of the information disclosed and the circumstances surrounding the disclosure, including in the case of Alloy, the Alloy Materials, Test Data, Beta Services, Trial Services, Third-Party Services and any data contained therein and any Alloy product information, pricing information, product development plans and forecasts, and including in the case of Client the Customer Data. Confidential Information does not include information that: (a) is or becomes (through no improper action or inaction by the Receiving Party) generally known to the public; (b) was in the Receiving Party’s possession or known by the Receiving Party prior to its receipt from the Disclosing Party; (c) was lawfully disclosed to Receiving Party by a third party and received in good faith and without any duty of confidentiality by the Receiving Party or the third party; or (d) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information.
- 10.2. Protection and Non-Disclosure.** Each Party as the Receiving Party will protect the confidentiality of Confidential Information of the Disclosing Party with the same degree of care it uses to protect the confidentiality of its own confidential information and Trade Secrets, but in no event less than a reasonable degree of care, and will use Confidential Information of the Disclosing Party only as required to perform its obligations and exercise its rights under this Agreement. Other than as permitted herein or in writing by the Disclosing Party, the Receiving Party will not disclose any Confidential Information of the Disclosing Party, or information derived therefrom, to any third party except to the Receiving Party’s employees, Affiliates, agents, contractors and service providers who are bound by non-use and non-disclosure obligations at least as protective as those contained in this Agreement and have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement.
- 10.3. Required Disclosures.** The Receiving Party will provide the Disclosing Party prompt written notice of any subpoena, court order or other governmental authority requirement requiring the Receiving Party to disclose Confidential Information of the Disclosing Party. The Receiving Party will cooperate with any reasonable efforts by the Disclosing Party (at the Disclosing Party’s sole cost and expense) to obtain a protective order or similar remedy. If the Disclosing Party elects not to seek, or is unsuccessful in obtaining, any such protective order or similar remedy and if the Receiving Party is advised by reputable legal counsel that the disclosure of Confidential Information is required pursuant to Applicable Law, then the Receiving Party may disclose such Confidential Information only to the extent required and will use commercially reasonable efforts to ensure that such Confidential Information is treated confidentially by each third party to which it is disclosed. Confidential Information so disclosed will otherwise remain Confidential Information under this Agreement.
- 10.4. Survival of Confidentiality Obligations.** Each Party’s obligations with respect to the other Party’s Confidential Information will continue during the term of this Agreement and for a period of five (5) years thereafter, provided that each Party’s obligations with respect to Confidential Information that constitutes a Trade Secret or Personal Information will continue for so long as such Confidential Information continues to constitute a Trade Secret or Personal Information.

## 11. Security.

- 11.1. Security Obligations.** The obligations of each Party with respect to the security of the Alloy Platform, Third-Party Services, Direct Relationship Services and the information made available through the foregoing, which the Parties acknowledge may include Personal Information and the proprietary data of Third-Party Providers and Direct Relationship Providers, are set forth below:
- 11.1.1. Alloy Security Obligations.** Alloy will, during the term of this Agreement, taking into account the nature and types of information (including Customer Data) made available through the Alloy Platform, Third-Party Services and Direct Relationship Services, employ administrative, physical and technical measures in accordance with applicable industry practice to protect the Alloy Platform and prevent the accidental loss or unauthorized access, use, alteration or disclosure of Customer Data under its control.
- 11.1.2. Client Security Obligations.** Client will maintain appropriate administrative, physical, and technical measures in accordance with applicable industry practice and Applicable Law and further take all commercially reasonable measures to prevent unauthorized access to, or use of, the Alloy Platform, Third-Party Services, Direct Relationship Services, or data received therefrom and to protect its networks and computer environments, or those used to access the Alloy Platform in connection with Client’s account, from compromise or unauthorized access. In addition, Client will (a) restrict access to and use of the Alloy Platform to those Authorized Users who are required to access and use the Alloy Platform as part of their official

duties for Client; (b) ensure each Authorized User is bound by a written confidentiality agreement with confidentiality provisions at least as protective as those herein; (c) keep all user identification numbers, user names and related passwords, and other security measures related to access of the Services (“**User IDs**”) confidential and prohibit the sharing of User IDs among Authorized Users; (d) immediately deactivate the User ID of any Authorized User who no longer requires access to the Alloy Platform, or for terminated Authorized Users on or prior to the date of termination; and (e) immediately inform Alloy if Client suspects or becomes aware of any unauthorized use or compromise in the security of a User ID;. Alloy may review or monitor Client’s and its Authorized Users’ access to and use of the Alloy Materials and Third-Party Services to confirm that Client is acting in compliance with this Agreement, including any applicable Third-Party Terms.

**11.2. Compliance Records.** Alloy will maintain appropriate records relating to its data protection, privacy and security practices, including applicable policies concerning backup, disaster recovery and other policies, practices or procedures, evidence of commercially reasonable insurance coverage, at least annual penetration testing results, and independent audit reports evidencing Alloy’s SOC 2 Type 2 certification. Alloy will make such records available to Client (as Confidential Information of Alloy) during the term of this Agreement upon Client’s reasonable written request.

**11.3. Alloy Security Event Response.** Alloy will maintain a written plan to manage and mitigate against the compromise of Alloy’s environment or systems that results in the unauthorized use or disclosure of Customer Data constituting Personal Information requiring notification under any applicable data protection or privacy law (“**Alloy Security Event**”, which for clarity does not include unsuccessful attempts or activities that do not compromise the security of such data, including unsuccessful log-in attempts, pings, port scans, denial of service attacks and other network attacks on firewalls or networked system). In the event of an Alloy Security Event, Alloy will: (a) notify Client promptly (and in any event, within seventy-two (72) hours) after determining that an Alloy Security Event has occurred; (b) take all reasonable steps to stop, remediate and otherwise address the Alloy Security Event; (c) notify Client promptly of the corrective action and measures taken by Alloy and reasonably cooperate with Client to provide details concerning the Alloy Security Event that Client may reasonably request in order for Client to fulfill its legal or regulatory obligations; and (d) upon request, provide Client with a single point of contact for communications regarding the Alloy Security Event.

**11.4. Computer-Security Incident Notification.** Alloy will during any Order Term notify Client as soon as possible after Alloy determines that it has experienced a Computer-Security Incident (as defined at 12 C.F.R. 53.2(b)(4); 12 C.F.R. 225.301(b)(4); 12 C.F.R. 304.22(b)(4)) that has materially disrupted or degraded, or is reasonably likely to materially disrupt or degrade, Client’s access to or use of the Alloy Platform for four (4) or more hours, except to the extent resulting from scheduled maintenance, testing or a software update previously communicated to Client. Alloy will deliver such notice to Client’s notice contact identified on the relevant Order Form or such other contact that Client designates in writing to Alloy.

**12. Compliance with Applicable Law.** Each Party agrees to comply with all Applicable Law with respect to its performance of its obligations and exercise of its rights under this Agreement. Without limiting the foregoing:

**12.1. Privacy Law.** Each Party will comply with all Applicable Law concerning the privacy and protection of Personal Information. Notwithstanding anything in this Agreement to the contrary, Client is solely responsible for ensuring that (a) any notices and/or opt-outs required by Applicable Law are provided to, and any consents and authorizations required by Applicable Law are obtained from, persons whose Personal Information is included in Customer Data, and (b) with respect to Client’s processing activities, its processing of Customer Data on or through the Alloy Platform, and any permissions, rights, authorizations or instructions it grants or provides to Alloy with respect to the Customer Data, including with respect to any third-party service providers, are in compliance with Applicable Law and Client’s customer agreements.

**12.2. Anti-Bribery and Anti-Corruption.** Each Party will comply with Applicable Law concerning anti-bribery and anti-corruption, which may include the U.S. Foreign Corrupt Practices Act of 1977 and the UK Bribery Act 2010. As of the date of each Order Form, each Party represents that it has neither received nor been offered any illegal or improper bribe, kickback, payment, gift or thing of value from any employee, agent or representative of the other Party or its Affiliates in connection with this Agreement. Each Party agrees to promptly notify the other Party if it learns of any violation of the foregoing. This representation is not intended to include customary and reasonable gifts and entertainment provided in the ordinary course of business, to the extent such gifts and entertainment are permitted by Applicable Law.

**12.3. Sanctions/Trade Prohibitions.** Each Party represents and warrants to the other Party that it is not, nor is it owned or controlled by, directly or indirectly, a person or entity that is (a) on the list of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.K. Consolidated Financial Sanctions List maintained by Her Majesty’s Treasury; (b) subject to country sanctions imposed by the U.S. government for any reason, including being organized or



headquartered in or a governmental entity of a country subject to such sanctions; (c) organized or headquartered in any other country to which the export or re-export of U.S.-origin goods or technologies are generally embargoed; or (d) subject to any trade prohibitions imposed by the U.S. Department of Commerce or by any Applicable Law (any such person or entity, a “**Prohibited Entity**”). Each Party agrees that it will notify the other party if these circumstances change. Client represents and warrants that it does not intend to, and agrees not to, supply or use the Services for the benefit of any Prohibited Entity. For purposes of this provision, “owned” and “own” mean an interest of fifty (50) percent or more and “control” means the right or ability to dictate the decisions, actions, and/or policies of an entity or its management.

### 13. Term; Termination

- 13.1. Term.** This Agreement will remain in effect until terminated in accordance with its terms. Either Party may terminate this Agreement upon written notice to the other Party at any point in which no Order Form is in effect. Except as provided in this Agreement or otherwise stated in the Order Form, each Order Form will automatically renew for successive twelve (12) month periods following the initial term unless either Party provides written notice of non-renewal at least thirty (30) days prior to the end of the then-current Order Term.
- 13.2. Termination for Cause.** Either Party may terminate this Agreement if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof from the non-breaching Party. For any such termination by Client, Client will be entitled to a refund upon request of the unused portion of any prepaid Fees. For any such termination by Alloy, all Fees that would have become payable had the Agreement remained in effect until expiration of the then-current Order Term (for clarity excluding usage-based Fees for Third-Party Services not previously accrued) will become immediately due and payable, and Client will pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of the corresponding invoice.
- 13.3. Effect of Termination.** Upon the expiration or termination of an applicable Order Term or termination of this Agreement, Client’s rights to access and use the Alloy Materials provided under the applicable Order Form, and all other rights granted to Client, will immediately terminate and Client and its Authorized Users must immediately cease using the Alloy Materials. Upon the expiration or termination of this Agreement, (a) subject to Section 13.4 (Offboarding Procedures), the Receiving Party will promptly destroy, or to the extent reasonably practicable return to the Disclosing Party, the Confidential Information of the Disclosing Party in the Receiving Party’s possession or control, provided that the Receiving Party may retain copies of Confidential Information solely to the extent necessary to satisfy legal or regulatory requirements and in its backup, archive, logs and disaster recovery systems until such information is deleted in the ordinary course; and (b) Client will remain liable for, and will promptly pay to Alloy, any amounts due under this Agreement.
- 13.4. Offboarding Procedures.** Unless otherwise instructed by Client, including through Client’s configuration of its account settings, Alloy will maintain and make available to Client through the Alloy Platform, during the Order Term, records of Client’s evaluation activity (“**Client Records**”). Following the expiration or termination of this Agreement, Alloy will, as instructed by Client, destroy and/or return (if reasonably practicable) to Client the Client Records, provided that Alloy may retain copies of Client Records solely to the extent necessary to satisfy legal or regulatory requirements and in its backup, archive, logs and disaster recovery systems until such information is deleted in the ordinary course. If Client does not instruct Alloy to destroy or return the Client Records within sixty (60) days after expiration or termination of this Agreement, Alloy may, in its sole discretion, destroy the Client Records without any liability or further obligation to Client.

### 14. Miscellaneous.

- 14.1. Relationship of Parties.** Alloy and Client are independent contractors, and neither Alloy nor Client is an agent, representative, employer, employee, joint venturer or partner of the other.
- 14.2. Publicity.** Except as expressly provided herein, neither Party will name the other Party or refer to Client’s use of the Alloy Platform in any press releases, advertisements, promotional or marketing materials without prior written consent from the other Party. Client will not identify Alloy in any consumer notice or disclosure without Alloy’s prior written consent except to the extent required by Applicable Law.
- 14.3. Force Majeure.** Neither Party will be liable to the other Party on account of any loss or damage resulting from any delay or failure to perform all or any part of this Agreement (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the reasonable control of, and without the negligence of, the Parties. Such events, occurrences, or causes include acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, pandemics, acts of war, floods, earthquakes, fires, and explosions.
- 14.4. Entire Agreement.** This Agreement constitutes the final written agreement and understanding of the Parties and supersedes all prior and contemporaneous representations, agreements and understandings, whether oral

or written, relating to the use of the Alloy Materials and Third-Party Services and all matters within the scope of this Agreement. Any new, other or different terms supplied by the Client, including those contained in purchase orders or confirmations issued by the Client, are specifically and expressly rejected by Alloy unless Alloy agrees to them in a signed writing specifically including those new, other or different terms. Except as provided in Section 14.5, no amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. The headings in this Agreement are inserted for reference and convenience only and will not enter into the interpretation hereof. The words “include” and “including” are deemed to be followed by the words “without limitation” and the word “or” is not limiting.

- 14.5. Changes to this Agreement.** Alloy may modify this Agreement at any time by notifying Client of such modifications by any reasonable means, including by posting a revised version on <https://alloy.com/alloy-master-services-agreement>, which modifications will become effective thirty (30) days after Alloy notifies Client; provided, however, that if an Order Form specifies a fixed term of twelve (12) months or longer, the modifications will instead be effective immediately upon the start of the next renewal term of the Order Term. Client’s use of the Services following the effective date of the modified Agreement constitutes Client’s acceptance the modified Agreement. If Client objects any such modifications, as its sole and exclusive remedy, Client may choose not to renew, including canceling any terms set to auto-renew. The “Last Updated” legend above indicates when this Agreement was last changed.
- 14.6. Survival.** The following Sections of this Agreement survive expiration or termination of this Agreement: 1.6 (Reservation of Rights), 1.8 (Restrictions and Obligations), 2 (Authorized Users), 6 (Fees; Taxes), 6.2 (Disclaimer of Warranties), 7 (Limitation of Liability), 8 (Indemnification), 9 (Intellectual Property), 10 (Confidentiality), 12 (Security), 13 (Term; Termination), 14 (Miscellaneous) and Schedule 1 (Definitions).
- 14.7. Severability; Waiver.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision will be interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of this Agreement will remain in full force and effect. The waiver of any breach or default of this Agreement will not constitute a waiver of any subsequent breach or default and will not act to amend or negate the rights of the waiving Party.
- 14.8. Assignment.** Client may not assign any of its rights or obligations hereunder without the prior written consent of Alloy, provided that Client may assign this Agreement and its rights and obligations hereunder to a successor of Client by way of corporate reorganization, merger, consolidation or acquisition of all or substantially all of the assets or business of Client so long as such successor will agree to be bound by all of the terms and provisions hereof and Client provides prompt notice in the event of such assignment. Client acknowledges and agrees that such an assignment without consent may result in some portions of the Alloy Platform and/or Third-Party Services no longer being available, and, in such case, the Parties will meet and confer regarding ways to address the situation and, absent a mutual agreement regarding the same, either Party may terminate this Agreement on thirty (30) days’ prior written notice to the other Party. Alloy may assign or transfer this Agreement (in whole or in part) without the prior written consent of, or notice to, Client. Any assignment in violation of this Section will be null and void.
- 14.9. Notices.** All notices hereunder will be in writing and will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by email, (with confirmation of transmission), if sent during the addressee’s normal business hours, and on the next business day, if sent after the addressee’s normal business hours; and (d) on the third (3rd) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid. Any notice must include a copy email to the applicable email address(es) listed below. Any notice under this Agreement to Alloy will be directed to 41 East 11th Street, 2nd Floor, New York, New York 10003, Attn: General Counsel, with a copy to [legal@alloy.com](mailto:legal@alloy.com), and to Client will be directed as set forth in the applicable Order Form. A Party may change its notice contact information by providing a written notice (email is sufficient) to the other in accordance with this Section that identifies the applicable Order Form(s). Notwithstanding anything to the contrary in this Section 14.9 or otherwise in this Agreement, Alloy may provide any notice concerning billing matters to Client’s billing contact identified in an applicable Order Form and any notice not specific to Client through the Alloy Platform or by email.
- 14.10. Dispute Resolution; Jury Trial Waiver.** Each Party agrees that before it seeks any form of legal relief (except for a provisional remedy as set forth below) it will provide written notice to the other Party of the specific issue(s) in dispute. Within fifteen (15) days after such notice, knowledgeable executives of the Parties will hold at least one meeting for the purpose of attempting in good faith to resolve the dispute. In the event of a Fee dispute described in Section 6.4 (Fee Disputes), the Parties will cooperate in good faith to resolve the dispute for a period of up to sixty (60) days after such notice. The Parties agree to maintain the confidential nature of all disputes and disagreements between them, including, but not limited to, informal negotiations, mediation or arbitration, except as may be necessary to prepare for or conduct these dispute resolution procedures or unless otherwise

required by law or judicial decision. These dispute resolution procedures will not apply to claims subject to indemnification under Section 9 (Indemnification) or prior to a Party seeking a provisional remedy related to claims of misappropriation or ownership of intellectual property, Trade Secrets or Confidential Information. Each Party hereby irrevocably waives, to the fullest extent permitted by Applicable Law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby.

**14.11. Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 10 (Confidentiality) or, in the case of Client, Section 1.8 (Restrictions and Obligations), Section 11.1.2 (Client Security Obligations), or otherwise exceeding the scope of any right granted to Client in or to Alloy Materials or Third-Party Services, would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and that, in the event of such breach or threatened breach, the other Party will be entitled to seek equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

**14.12. Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of New York, without giving effect to its principles of conflicts of law. The Parties agree that any action brought by either Party under or in relation to this Agreement will be brought exclusively in, and each Party agrees to and does hereby submit to the exclusive jurisdiction and venue of, any state or federal court located in the County of New York in the State of New York. Each Party expressly waives the application of New York General Obligation Law Section 5-903 to any renewal of an Order Form under this Agreement.

## Schedule 1 – Definitions

**“Affiliate”** of a Party means any other person that directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with, such person.

**“Alloy API”** means the Alloy application programming interface that enables integration of the Alloy SaaS with Client’s application(s) to facilitate access to the Alloy SaaS through such application(s).

**“Alloy Materials”** means the Alloy Platform, Alloy SDK, Documentation, Implementation Services, Resultant Data, Services and any and all other information, data, documents, materials, works, features, analysis and other content, devices, methods, processes, hardware, software and other technologies and inventions that are provided or used by Alloy or any subcontractor, agent or representative of Alloy in connection with the Services or that otherwise comprise the Services, including any Feedback incorporated in such materials. Alloy Materials does not include Customer Data or Client Art.

**“Alloy Platform”** means the Alloy API and Alloy SaaS and any information, data or other content of Alloy or any subcontractor, vendor, agent or representative of Alloy contained therein or made available to Client through such Alloy API or Alloy SaaS, but excluding the Third-Party Services, Direct Relationship Services and Customer Data.

**“Alloy SaaS”** means the hosted Alloy software that is made available to Client pursuant to an Order Form.

**“Alloy SDK”** means the Alloy software development kit that may be made available to Client pursuant to an Order Form.

**“Applicable Law”** means any and all governmental laws, regulations, rules, directives, or orders that are applicable to a particular Party’s performance or exercise of rights under this Agreement.

**“Authorized User”** means any employee, Affiliate, consultant, contractor, representative or agent (and individual employees of the same) of Client, or any of the foregoing of any Client Affiliate, that has been supplied user credentials for or otherwise been granted access to the Alloy Platform by Client (or by Alloy or any third party at Client’s request), including Third-Party Authorized Users.

**“Client Art”** means Client’s logos, promotional graphics and related marketing designs.

**“Client Materials”** means Client Art, Client Records and Customer Data.

**“Customer Data”** means the data relating to an existing or prospective customer of Client that is submitted by Client (or an Authorized User) to Alloy on or through the Alloy Platform for processing on or through the Alloy Platform.

**“Direct Relationship Provider”** means a third-party provider or supplier to Client of Direct Relationship Services.

**“Direct Relationship Service”** means a product or service provided by a third party, including any information and data contained in or made available through such product or service, that Client purchases, licenses or otherwise procures directly from such third party (or a reseller or distributor, other than Alloy, of such third-party’s products or services) pursuant to Direct Relationship Terms and that Alloy is enabled and permitted to access, use and retrieve on Client’s behalf, including through a third-party application programming interface that Alloy has integrated with the Alloy Platform. Direct Relationship Services do not include Third-Party Services.

**“Documentation”** means any manuals, instructions or other documents or materials that Alloy provides or makes available to Client in any form or medium and which describe functionality, components, features or requirements relating to the Services, including any aspect of the installation, configuration, integration, operation, use, support or maintenance thereof.

**“Entity”** means an evaluation on or through the Alloy Platform with respect to a particular customer or prospective customer of Client initiated by or on behalf of Client or an Authorized User.

**“Feedback”** means any feedback, input, information, communications or materials sent or transmitted to Alloy by Client or any of its Authorized Users or other representatives commenting on or suggesting, requesting or recommending changes to any of the Alloy Materials, including new or updated features or functionality relating thereto.

**“Fees”** means all fees associated with Client’s use of the Services or Third-Party Services as set forth in an Order Form.

**“Implementation Services”** means the provision of access to implementation resources and creation of workflows by or on behalf of Alloy in accordance with Client’s instructions in connection with Client’s purchase of access to the Alloy Platform.

**“Order Form”** means a written order duly executed by the Parties pursuant to which Client may obtain from Alloy the right to access and use products, services or features, including access to Third-Party Services through the Alloy Platform.

**“Order Term”** means the initial term designated in an Order Form together with any ensuing renewal term provided for in this Agreement or the Order Form.

**“Permitted Purposes”** means Client’s internal business purposes in (a) detecting and preventing fraud, crime or suspicious activity, (b) conducting due diligence or (c) engaging in decisioning activities with respect to Client’s existing and prospective customers, in each case only for the Client use case(s) identified in an Order Form, if any, and in compliance with Applicable Law (including the Gramm-Leach-Bliley Act (15 U.S.C. 6801 et seq.), Equal Credit Opportunity Act (15 U.S.C. 1691 et seq.), Fair Credit Reporting Act (15 U.S.C. 1681 et seq.) and their respective implementing regulations and any similar state or

non-US requirements applicable to Client) and this Agreement (including any applicable Third-Party Terms and Direct Relationship Terms).

**“Personal Information”** means any personally identifiable information of prospective or existing customers of Client that is provided to Alloy by or on behalf of Client and protected by applicable privacy law.

**“Resultant Data”** means any data (a) that (i) is created or derived by Alloy, or is the output of the Alloy Platform or Third-Party Services resulting from, processing Customer Data and (ii) has been deidentified using technical safeguards and business processes designed to prevent reidentification, such that the deidentified data cannot be reasonably linked to a particular customer (or prospective customer) of Client; or (b) generated through the access to, use or monitoring of the Alloy Materials by or on behalf of Client or any Authorized User, including any end user profile, visit, session, impression, clickthrough or click stream data, and any statistical or other analysis, information or data based on or derived from any of the foregoing.

**“Security Event”** means the unauthorized acquisition of or access to any Personal Information or data returned from the Third-Party Services that has been provided or made available to Client on, through or by the Alloy Platform, including due to access or use by an unauthorized person or due to unauthorized use.

**“Subscription Start Date”** means the date identified as the Subscription Start Date on the applicable Order Form.

**“Statement of Work”** means a written statement of work duly executed by the Parties pursuant to which Alloy may provide Implementation Services to Client.

**“Third-Party Provider”** means a third-party provider or supplier of Third-Party Services.

**“Third-Party Service”** means a product or service provided by a third party, including any information and data contained in or made available through such product or service, together with any related manuals, instructions or other documents or materials (in any form or medium), that Alloy is authorized to resell, license, sublicense or otherwise make available to Client through the Alloy Platform. Third-Party Services do not include Direct Relationship Services.

**“Third-Party Terms”** means a Third-Party Provider’s additional terms and conditions governing access to and use of a Third-Party Service, whether attached hereto or to an Order Form or otherwise made available to Client by Alloy or such Third-Party Provider.

**“Trade Secret”** means any information that would constitute a “trade secret” under Applicable Law, including information which gives the Disclosing Party an advantage over competitors who do not have access to such information, as well as any information that the Disclosing Party has taken reasonable measures to keep secret and derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable through proper means, by another person who can obtain economic value from the disclosure or use of such information.

**“Transaction”** means information regarding a specific payment transaction initiated by a customer of Client that is submitted on or through the Alloy Platform by or on behalf of Client.