

PRISM Master Service Agreement for Evident ID, Inc. Services

THIS AGREEMENT (“**Agreement**”) is made and entered into this 11th Day of July 2024 by and between Evident ID, Inc., a Delaware corporation based in Atlanta, GA (hereinafter referred to as “**Evident**”), and Public Risk Innovation, Solutions, and Management, a risk sharing pool of California public agencies (hereinafter referred to as “**PRISM**”), and it’s participating individual entity members, it’s members that are pools including all of the member pool’s members, and participants through Controlled Unaffiliated Business (CUB) agreements (hereinafter referred to as “**Members**”).

Evident provides a TPRM (third-party risk management) solution that reduces third-party risk (as defined in Exhibit A), including Insurance Verification as a Service (aka “**IVaas**”) and administrative services on a national basis for various commercial, industrial, retail, and governmental organizations.

PRISM desires to engage Evident to provide Certificate of Insurance Verification services (“**Services**”) for Members, and Evident desires to perform such Services pursuant to the terms of this Agreement. It is understood by Evident and PRISM that the receipt of the Services pursuant to this Agreement by any Member is voluntary, and Members may choose whether or not to receive Services under this Agreement at their discretion. Any Member choosing to receive services under this agreement shall complete Exhibit C “Relying Party Subscription Terms & Conditions and Order Form.”

Evident and PRISM agree that Evident shall furnish to PRISM Members Services subject to the following terms and conditions:

1.0 Scope of Services

Evident will contract directly with Members for Certificate of Insurance Verification Services as described in Exhibit A, “Pricing Structure and Services.” Evident shall be responsible to perform or secure the performance of all requested Services in their entirety as designated by PRISM Authorized Representatives.

It is agreed that Evident is an independent contractor, and any Evident employee working with PRISM shall not be deemed an agent or employee of PRISM.

2.0 Agreement Term

This is an exclusive Agreement between Evident and PRISM. The initial term of this Agreement (“**Term**”) shall be five (5) years, and shall automatically renew for successive one (1) year terms unless terminated by either party as set forth in Section 7 of this Agreement.

3.0 Compensation and Method of Payment

3.1 Compensation for Evident services will be computed pursuant to Exhibit A, “**Pricing Structure and Services.**” Compensation for optional services will be agreed upon by Evident and the Member prior to subscribing to Services.

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- 3.2** Under this Agreement, subscribing Members will be financially responsible and billed directly for Services ordered. Evident will bill Members for all Service(s) rendered either quarterly or annually as specified by each Member's preference and in accordance with the fee schedule in Exhibit A attached to this Agreement. Payments will be due within thirty (30) days of receipt of an invoice from Evident unless otherwise specified.
- 3.3** Any Member that is a client of Evident prior to becoming a Member may choose to continue to utilize or purchase Services directly from Evident or may elect to obtain Services under this Agreement upon expiration of the Member's contract with Evident. Evident may contract directly to provide similar services to any current or former Member that has received Services under this Agreement or any prior or subsequent agreement between Evident and PRISM. During the term of this Agreement, Evident agrees to encourage Member utilization under this Agreement.
- 3.4** Evident will offer a fifty percent (50%) discount on the onboarding fees for any Member transitioning from another certificate of insurance management provider to Evident within six (6) months following the execution of this Agreement. After the six (6) month period has lapsed, Members will be subject to the onboarding fees outlined in Exhibit A.

4.0 Changes and Extra Services

During the term of this Agreement, Evident and Authorized PRISM Representatives may incorporate additional services into the terms set forth in any of the exhibits. Authorization for additional services will be incorporated into this Agreement only by written change order(s) and/or amendment, which shall specify the changes.

5.0 Evident General Obligations

Evident agrees that it will:

- 5.1** Provide Members with Certificate of Insurance Verification Services as described in Exhibit A.
- 5.2** Maintain the systems, processes, and personnel reasonably required to perform Evident's obligations under this Agreement.
- 5.3** Perform Certificate of Insurance Verification Services with a reasonable degree of care, promptness, and expertise.

6.0 Periodic Reporting

Evident shall provide or make available to PRISM statistics, in a format acceptable to PRISM, that at a minimum include following; the number of PRISM Members

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utilizing Services, including the Member agency name, the level of service the member is receiving, and which license tier the Member has purchased. This information shall be provided quarterly by the 7th day of April, July, October, and January. An annual summary shall be provided by January 7th and at any other time requested by PRISM.

7.0 Termination

7.1 Termination for Cause

Should Evident be in default of the terms of this Agreement and fail to remedy the default within thirty (30) business days of receipt of a PRISM notice of default, PRISM may at its discretion terminate this Agreement or such portion thereof as PRISM determines is most directly affected by the default. Should any Member wish to continue receiving Services upon PRISM's termination of this Agreement, Evident may continue to provide Services under a separate, direct agreement.

7.1.1 The term "default" for purposes of this provision includes, but is not limited to, the performance of work in violation of the terms of this Agreement; abandonment, assignment or subcontracting of this Agreement without written approval of PRISM; bankruptcy or appointment of a receiver for Evident property; failure of Evident to materially perform the services or other required acts within the time specified for this Agreement or any extension thereof; refusal or failure to provide proper workmanship; failure to take effective steps to end a prolonged labor dispute; and the performance of this Agreement in bad faith.

7.2 Termination without Cause

PRISM may terminate this Agreement without cause upon sixty (60) days prior written notice to Evident. Evident shall be entitled to payment for Services provided up to the date of termination. Should any Member wish to continue receiving Services upon PRISM's termination of this Agreement, Evident may continue to provide Services under a separate, direct agreement.

7.3 Force Majeure

The performance of work under this Agreement may be terminated by either Party, for unforeseen causes beyond the control and without the fault or negligence of either Party, including acts of God, acts of the public enemy, governmental acts, fires and epidemics if such causes irrecoverably disrupt or render impossible a Party's performance hereunder.

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7.3.1 An “act of God” shall include, but not be limited to earthquake, flood, cyclone, or other phenomenon of nature.

7.4 Requirements upon Termination

Upon termination of this Agreement, Evident shall, at both PRISM and any affected Member’s request, provide electronic historical data, and Insurance Documents to the Member in a mutually agreed upon format within thirty (30) days of the requests.

8.0 Warranties

Evident will use its best efforts to fulfill its obligations under this Agreement. Evident represents and warrants that the Services shall be performed in a professional manner in accordance with applicable industry standards and recognized best practices, shall comply with all applicable laws, rules, or regulations, and shall not violate or infringe any patent, copyright, trademark, trade secret or other intellectual property, contractual, employment, or confidentiality right of a third party.

9.0 Indemnification and Limitation of Liability

Evident shall hold harmless, defend and indemnify PRISM and its officers, officials, employees, agents and volunteers from and against any and all third party claims (including claims from Members) liability, loss, damage, expense, costs (including without limitation, attorneys’ fees and costs and fees of litigation) of every nature based upon the negligence, gross negligence or intentional wrongdoing by Evident during its performance of work hereunder or its failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of PRISM.

9.1 Primary Coverage

For any claims related to this contract, Evident insurance primary coverage must be at least as broad as ISO CG 20 01 04 13 as respects PRISM, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by PRISM, its officers, officials, employees, agents or volunteers shall be excess of Evident’ insurance and shall not contribute with it.

9.2 Additional Insured Status

PRISM, its officers, officials, employees, agents and volunteers are to be covered as additional insureds on the Evident CGL policy with respect to liability arising out of work or operations performed by or on behalf of Evident including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Evident

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insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.3 Notice of Cancellation

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to PRISM.

9.4 Waiver of Subrogation

Evident hereby grants to PRISM a waiver of any right to subrogation which any insurer for Evident may acquire against PRISM by virtue of the payment of any loss under such insurance. Evident agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not PRISM has received a waiver of subrogation endorsement from the insurer.

9.5 Self-Insured Retentions

Self-insured retentions, if any, must be declared to and approved by PRISM. PRISM may require the Consultant to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or PRISM.

9.6 Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to PRISM.

10.0 Insurance Requirements

Evident shall procure the following required insurance coverage at its sole cost and expense. Certificate(s) of insurance shall be furnished to PRISM prior to this Agreement becoming effective. Such insurance coverage, in the minimum limits as specified below, shall be maintained during the term of this Agreement and shall name PRISM as an additional named insured. Failure to comply with the insurance requirements shall place Evident in default. Upon request by PRISM, Evident shall provide copies of any insurance policies to PRISM within ten (10) working days. PRISM may periodically review the minimum limits of Evident policies for the required insurance coverage. In the event of a change in the minimum limits, Evident shall inform PRISM of such change by giving written notice to PRISM no less than sixty (60) days prior to the effective date of such change. All said policy or policies shall provide that PRISM shall be given thirty (30) days written notice prior to cancellation or expiration of the policy or material change or reduction in coverage.

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- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Code 1), or if Evident has no owned autos, covering hired (Code 8), and non-owned autos (Code 9), with limits no less than **\$1,000,000** per accident for bodily injury and property damage. This insurance coverage is required unless Evident does not drive a vehicle in conjunction with any part of the performance of this Agreement and Evident certifies to this fact by initialing here .
- c. **Workers’ Compensation** insurance as required by the State of California, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.
- d. **Cyber Liability Insurance**, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Evident in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- e. **Technology Professional Liability (Errors and Omissions)** appropriate to Evident’s profession and work hereunder, with limits not less than **\$2,000,000** per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Evident in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
 - a. The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of

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electronic data and/or information “property” of the Agency in the care, custody, or control of Evident.

If Evident maintains broader coverage and/or higher limits than the minimums shown above, PRISM requires and shall be entitled to the broader coverage and/or higher limits maintained by Evident. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to PRISM.

11.0 Ownership of Work Product

All raw data assembled by Evident or obtained from others by Evident in connection with the Services under this Agreement shall be the sole property of Evident. All reports and any other documents, materials and products prepared or assembled by Evident or obtained from others by Evident in connection with the services under this Agreement shall be the sole property of Evident. Evident shall be responsible for the preservation of any and all such raw data, documents, materials and products prior to transmittal to PRISM and Member Agencies.

PRISM acknowledges that title, ownership rights and intellectual property rights in and to the Evident system of products and services shall remain Evident's and/or its suppliers, and that all content contained in any Screening Report is the property of the applicable content owner and may be protected by applicable contract and/or copyright law.

12.0 Confidentiality of Information

During the performance of services Evident acknowledges they and PRISM and its Members may obtain or gain access to non-public information that is confidential (“Confidential Information”). Unless such disclosure is specifically authorized by applicable law or in writing by the disclosing party, neither party shall disclose or permit the disclosure of any Confidential Information to any person, entity or third party other than its employees, subcontractors, consultants and agents who are otherwise entitled to receive such information.

13.0 Notices

Except for invoices submitted by Evident pursuant to Section 3.0, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered to such party at their respective addresses; or via email as follows:

To: Public Risk Innovation, Solutions, and Management
Attn: Charles Williams, Director of Risk Control
75 Iron Point Circle, Suite 200
Folsom, CA 95630
Email: cwilliams@prismrisk.gov

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To: Evident ID, Inc
Attn: Dana Thomas, Chief Operations Officer
945 East Paces Ferry Rd NE
Suite 170
Atlanta, GA 30326
Email: dana@evidentid.com

14.0 Governing Law and Arbitration

This Agreement shall be governed by and enforced in accordance with, the laws of the state of California. Any civil action or legal proceeding arising out of or relating to this Agreement or its provisions shall be filed in the County of Sacramento, if in State Court, or in the Eastern District of California, if in Federal Court.

14.1 Arbitration. If a dispute arises out of or relates to this Agreement, or the breach thereof, the parties' endeavor to resolve the dispute by cooperative mutual agreement. If there is a dispute, the disputing party shall notify the other party within sixty (60) days of the dispute. The parties shall agree on a date, time and location to attempt to resolve the dispute. Should the dispute not be resolved to the satisfaction of the parties they shall, within sixty (60) days thereafter notify JAMS/Endispute ("JAMS") and proceed to arbitrate the dispute. Any controversy, claim or dispute arising out of or relating to this Agreement, that cannot be resolved by the parties shall be settled solely and exclusively by binding arbitration in Sacramento, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS, with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will equally share the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS' rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorney's fees and expenses. The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive. All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

IF FOR ANY REASON THIS ARBITRATION CLAUSE IS DETERMINED TO BE INAPPLICABLE, THEN EACH PARTY MAY PURSUE REMEDIES TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING ALL RIGHTS TO TRIAL BY JURY AS TO ANY ISSUE RELATING TO THIS AGREEMENT IN ANY ACTION, PROCEEDING OR CLAIM OR ANY OTHER MATTER INVOLVING THE PARTIES HERETO in accordance with Paragraph 14 of this Agreement.

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15.0 Entire Agreement

This Agreement is the entire agreement of the parties. Each party represents that in entering into this Agreement, it has not relied on any previous representations, inducements, or understandings of any kind or nature.

16.0 No Assignment

Neither Evident nor PRISM shall have the right to assign this Agreement without the other party's prior written consent, and any attempt to do so shall be void.

17.0 Severability

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provision shall nevertheless continue in full force without being impaired or invalidated in any way.

18.0 Service Providers' Bill of Rights

PRISM hereby agrees to abide by the Pool Service Providers' Bill of Rights as approved by PRISM Board of Directors on June 1, 2007, and attached hereto as Exhibit B.

19.0 Waiver, Amendment and Modification

No provision of this Agreement may be altered, amended or repealed in whole or in part other than by the written consent of all parties. No waiver shall be binding unless executed in writing by the party granting the waiver. Neither the failure nor delay on the part of any party to exercise any right, remedy, power, privilege or provision under this Agreement shall operate as a waiver of such right, remedy, power, privilege or provision. Waiver of any right, remedy, power, privilege or provision under this Agreement shall not be deemed or constitute a waiver of any other right, remedy, power, privilege or provision under this Agreement, whether or not similar, nor shall such waiver constitute a continuing waiver.

20.0 Benefit of Agreement

This Agreement shall bind and benefit the parties hereto and their heirs, successors and permitted assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date set forth above.

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For Public Risk Innovations, Solutions, For Evident ID, Inc ("Evident")
and Management ("PRISM")

DocuSigned by:

Charles Williams

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Name: Charles Williams

Title: Director of Risk Control

Date: 7/11/2024

DocuSigned by:

Nathan Rowe

A233957148D6440...

Name: Nathan Rowe

Title: Chief Technology Officer

Date: 7/11/2024

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Exhibit A

Pricing Structure and Services

Evident will provide Members with a 30% discount off the Retail Price for Evident services. For IVaaS licenses, there will be 5 license tiers (see below) with additional volume-based discounts ranging from 0% to 40%. For the remaining 3 Evident services (Managed Service, Paid Onboarding, and Insurance Requirement Extraction), the 30% discount will be afforded to each Member.

IVaaS License Tiers

Tier	Min # of Licenses	Max # of Licenses	Retail License Price	PRISM Member Discount	Volume Discount	Annual License Price*
1	50	100	\$30	30%	0%	\$21.00
2	101	500	\$30	30%	10%	\$18.90
3	501	2,500	\$30	30%	20%	\$16.80
4	2,501	5,000	\$30	30%	30%	\$14.28
5	5,000	N/A	\$30	30%	40%	\$12.60
*Assumes min of 1-year contract term						

Insurance Verification-as-a-Service (IVaaS)

Evident's subscription service that Members purchase to automate the collection and verification of third-party insurance. Members purchase one license per third party to be monitored.

Capabilities include:

- Custom Branding and Communications
- Configurable Decisioning Engine
- Unlimited Coverage Types and Groups (includes all and any type of coverage criteria, i.e., endorsements, additional insureds, competed & ongoing operations, etc.)
- Unlimited Verifications
- International/Multi-Language Coverage
- Custom Reporting & Analytics
- Unlimited Admin Users
- Embedded Insurance for Vendors (optional)
- Historic COI Management
- Dedicated Customer Success Manager
- International/Multi-Language Coverage

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Managed Services

Evident's white-glove fully managed subscription service that Members can select as a part of their configuration in order to fully remove the administrative burden and mitigate the risk of employees with institutional knowledge leaving the Member Agency. Members purchase one license per third party in addition to the IVaaS subscription service to be monitored.

Capabilities include (in addition to IVaaS capabilities):

- 3rd Party Support - Evident handles inbound inquiries from Members' third parties regarding insurance requirements and compliance.
- Compliance Optimization - Evident conducts proactive outreach, including phone calls, to drive 3rd party submission and compliance.
- Reporting & Business - Evident will provide regular business reviews identifying opportunities for improvements in compliance.
- Ongoing System Management - Reviews - Evident will manage modifications (additions, changes, deletions) to Vendors on the platform as well as decision criteria and email communications.

*Additional training will take place throughout the lifecycle of the Members' relationship through forums such as monthly product updates, live tutorials of new product functionality, and routine customer meetings. Members also have access to online resources (recorded training sessions, knowledge articles, videos, and product guides).

Paid Onboarding Service

This one-time service provides each Member with a dedicated Customer Success representative who will perform the work to configure the system requirements, populate the third-party records, and perform all of the associated onboarding and implementation tasks for the Member. Live training sessions will also be provided prior to Go-Live.

Tier	Min # of Licenses	Max # of Licenses	Onboarding Cost (One Time Fee)
1	50	100	\$700
2	101	500	\$2,500
3	501	2,500	\$5,000
4	2,501	5,000	\$7,500
5	5,000	N/A	\$10,000

Note: Members who decline a Managed Service tier or Paid Onboarding Services will be able to complete Self-Service Onboarding and have access to online resources (recorded training sessions, knowledge articles, videos, product guides) as well as a step-by-step onboarding checklist in order to get the application configured.

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Insurance Requirement Extraction Service

One-time service for Members who do not have a documented or standard set of third-party insurance requirements. Delivered through this service, Evident’s team will review all third-party contracts and configure third-party insurance requirements as granularly as needed, even so far as to establish unique insurance requirements per third party.

Tier	Min # of Licenses	Max # of Licenses	Insurance Requirement Extraction Costs (One Time Fee Per Contract)
1	50	100	\$17.50
2	101	500	\$16.00
3	501	2,500	\$14.50
4	2,501	5,000	\$12.50
5	5,000	N/A	\$10.50

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Exhibit B

POOL SERVICE PROVIDERS' BILL OF RIGHTS

Public Risk Innovations, Solutions, and Management (PRISM) recognizes its place as one of the premier organizations in the public entity pooling industry. We are constantly striving to achieve the goals of excellence in governance and management by conducting our official business with social responsibility that will encourage public trust.

PRISM has established standards that our business partners – pool service providers (PSP's) – should expect in serving PRISM and its members. The basic rights that PSP's should expect while providing services to PRISM, include the following:

1. PSP's should expect to be treated consistently with dignity, respect, and professionalism.
2. PSP's should not be expected to provide gifts, perks or other benefits to members of the Board of Directors or Committees, or staff members (or any person or organization associated with them) as a condition of doing business with the pool.
3. PSP's should expect fair and equitable treatment in the procurement process. Every competitive bidding process should be open, well defined and transparent. PRISM recognizes that there is a direct cost to the PSP in preparing every service proposal.
4. PSP's should expect to have a written service agreement with PRISM specifying all terms and conditions of the contractual relationship.
5. PSP's should only be expected to provide services contained within the scope of the service agreement.
6. PSP's should be paid in a timely manner for services rendered in accordance with the provisions of the service agreement.

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Exhibit C

Sample Customer Agreement



Relying Party Subscription Terms & Conditions

These Subscription Terms and Conditions (these “Terms and Conditions”) are by and between Evident ID, Inc. (“Evident”) and the customer identified in the applicable Order Form (“Relying Party”). The applicable Order Form and these Terms and Conditions constitute the entire agreement between Evident and Relying Party (the “Agreement”). BY AGREEING TO AN ORDER FORM THAT INCLUDES THESE TERMS AND CONDITIONS BY REFERENCE OR USING THE SUBSCRIPTION SERVICES, RELYING PARTY ACKNOWLEDGES THAT IT HAS REVIEWED AND ACCEPTS THE TERMS AND CONDITIONS. IF RELYING PARTY DOES NOT AGREE WITH THESE TERMS IN THEIR ENTIRETY, DO NOT ACCESS OR OTHERWISE USE THE SUBSCRIPTION SERVICES.

1. DEFINITIONS.

“Aggregated Statistics” means any non-personally identifiable, technical, statistical or analytical data gathered or generated directly by the Subscription Services or by use of the Subscription Services, which Evident collects, gathers and aggregates periodically as part of its services. Aggregated Statistics is de-identified data and information that Evident, its affiliates, licensors, partners and designated agents may use (on a non-attributed basis) for any purpose.

“API” means the application programming interface accessible by Relying Party from Evident and any information provided by the application programming interface.

“Authorized End User” means any user of Relying Party who obtains or accesses their Evident ID using the Subscription Services through the Interface.

“Authorized Relying Party User” means any individual employees, agents, or contractors of Relying Party accessing or using the Subscription Services on behalf of Relying Party under the rights granted to Relying Party pursuant to this Agreement.

“Confidential Information” means all written or oral information, disclosed by either party to the other, related to either party or a third party, that has been identified as confidential or that by the nature of the circumstances surrounding disclosure ought reasonably to be treated as confidential, including, without limitation, trade secrets, know-how, technology specifications, Authorized End User, Authorized Relying Party User and customer lists, sales, cost or other unpublished financial information or marketing data. Confidential Information includes without limitation, Evident’s proprietary processes and information associated with the Subscription Services, the Documentation, the Interface, Relying Party Data, any related data of Evident, the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes of either party.

“Data Protection Laws” means all data protection, data privacy, and cybersecurity laws applicable to the respective party in its role in the processing of the data of Authorized End Users under the Agreement, including, where applicable, EU Data Protection Law, FCRA, DPPA and CCPA. “CCPA” means the California Consumer Privacy Act of 2018 and all rules and regulations promulgated pursuant thereto, in each case as retained, amended, extended, re-enacted, implemented or otherwise given effect. “EU Data Protection Law” means all legislative acts concerning data protection, including regulations and directives, adopted by the European Parliament and the Council of the European Union, including GDPR. “GDPR” means Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation). Any reference to the applicable law of the European Economic Area, including the GDPR, that is directly applicable or directly effective in the United Kingdom at any time is a reference to such law as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on the 31st of January 2020. The terms “data processor” and “data controller” have the meanings given them in GDPR or, where GDPR does not apply, the terms in other applicable Data Protection Laws that reasonably correspond to these terms.

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“Data Services” means the information and data including any analytical analysis provided to Relying Party from the Subscription Services.

“Documentation” means technical, text and/or graphical documentation or manuals, whether in digital or printed format, that describe the features, functions and operation of the Subscription Services, which materials are designed to facilitate use of the Subscription Services.

“Evident ID” means all the data, content and/or information provided, uploaded, and/or posted by or on behalf of Authorized End Users in connection with such Authorized End User’s authorized use the Subscription Services.

“Intellectual Property Rights” means all intellectual property rights or similar proprietary rights, including (a) patent rights and utility models, (b) copyrights and database rights, (c) trademarks, trade names, domain names and trade dress and the goodwill associated therewith, (d) trade secrets, (e) mask works, and (f) industrial design rights; in each case, including any registrations of, applications to register, and renewals and extensions of, any of the foregoing in any jurisdiction in the world. Intellectual Property Rights also include any and all rights associated with particular information that are granted by law and that give the owner, independent of contract, exclusive authority to control use or disclosure of the information, including enforceable privacy rights and any rights in databases recognized by applicable law.

“Interface” means the mobile interface or online portal which (i) Authorized End Users enter information for such Authorized End User’s Evident ID and (ii) Authorized Relying Party Users enter Relying Party Data.

“Order Form” means the ordering documents, registration pages, or purchase orders submitted for access to the Subscription Services that are executed hereunder by Evident and Relying Party from time to time, including modifications, supplements and addend thereto.

“Relying Party Data” means all the data, content and/or information provided, uploaded, and/or posted by Relying Party or an Authorized Relying Party User in connection with Relying Party’s authorized use of the Subscription Services, which for avoidance of doubt, does not include any Evident ID.

“Subscription” means Relying Party’s, its Authorized Relying Party Users’ and its Authorized End Users’ access rights to the Subscription Services and use of the Interface, which may include support as set forth in and Order Form.

“Subscription Services” means Evident’s proprietary technology and application software provided by Evident on a software-as-a-service basis through which Evident processes the Evident ID.

“Subscription Term” means the subscription period for Relying Party’s use of the Subscription Services as set forth in an Order Form.

“Supplier” means a third party supplier of information that may be available to Relying Party, an Authorized End User or an Authorized Relying Party User via the Subscription Services.

2. ORDERING AND PURCHASES. Subject to the terms and conditions contained in the Agreement, Relying Party may purchase subscriptions to access and use the Subscription Services pursuant to Order Forms. Relying Party agrees that its purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Evident regarding any future functionality or features. If there is any inconsistency between an Order Form and these Terms and Conditions, these Terms and Conditions will control.

3. ACCESS AND USE.

3.1. Provision of Access to the Subscription Services. Subject to the terms and conditions contained in this Agreement, Evident hereby grants Relying Party a non-exclusive, non-transferable right to access the features and functions of the Subscription Services during the Subscription Term, subject to the limitations set forth in the Order Form, in connection with the operation of the business of Relying Party. Relying Party will undertake reasonable efforts to make all Authorized Relying Party Users aware of the provisions of this Agreement as applicable to such Authorized Relying Party User’s use of the Subscription Services, and will cause Authorized Relying Party Users to comply with such provisions. The Subscription Services are made available to Relying Party solely as hosted by or on behalf of Evident, and nothing in this Agreement will be construed to grant Relying Party any right to receive any copy of the Subscription Services or any software. The scope of the Subscription is based upon Relying Party’s then current subscription level as further specified in the applicable Order Form. The Data Services provided through the Subscription Service is subject to any specific terms and conditions applicable to the Data Services. THE REMAINING TERMS IN THIS SECTION ONLY APPLY IF SPECIFIC SERVICES OF THE SUBSCRIPTION SERVICES ARE USED. If Relying Party is using the Subscription Services for “employment purposes” or any other purpose

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covered by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et. seq. ("FCRA"), the terms and conditions titled Additional Obligations Regarding the Use of Consumer Reports (<https://www.evidentid.com/evident-relying-party-fcra-appendix/>) shall also apply. If Relying Party is using the Subscription Services for Motor Vehicle Report information ("MVRs"), the terms and conditions titled Additional Obligations Regarding the Use of DPPA Regulated Information (<https://www.evidentid.com/evident-relying-party-dppa-appendix/>) shall also apply. If Relying Party is using the Subscription Services for any service involving pictures of a face, facial geometry, or anything else that could be considered biometric information, the terms and conditions titled Additional Obligations Regarding the Use of Biometric Data (<https://www.evidentid.com/evident-biometric-data-addendum/>) shall also apply.

- 3.2. **API License.** Subject to the terms and conditions contained in this Agreement, Evident hereby grants Relying Party a non-exclusive, non-transferable right and license to access the API during the Subscription Term for Relying Party's internal purposes in connection with use of the Subscription Services as contemplated herein.
- 3.3. **Documentation License.** Subject to the terms and conditions contained in this Agreement, Evident hereby grants Relying Party a non-exclusive, non-transferable right and license to use the Documentation during the Subscription Term for Relying Party's internal purposes in connection with use of the Subscription Services as contemplated herein. Copies of the Documentation may not be distributed to third parties.
- 3.4. **Suspension.** Notwithstanding anything to the contrary in this Agreement, Evident may suspend Relying Party's, any Authorized Relying Party User's and any Authorized End User's access to any portion or all of the Subscription Services if Evident reasonably determines that (i) there is a threat or attack on any portion of the Subscription Services; (ii) Relying Party's, any Authorized Relying Party User's or any Authorized End User's use of the Subscription Services is improper, fraudulent, illegal or disrupts or poses a security risk to the Subscription Services or any other customer or vendor of Evident; (iii) Relying Party is in breach of any provision or requirement of the Order Form or these Terms and Conditions, including being materially overdue on its payment obligations to Evident; (iv) subject to applicable law, Relying Party has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution or similar proceeding, or (v) Evident's provision of the Subscription Services to Relying Party, any Authorized Relying Party User or any Authorized End User is prohibited by applicable law or is no longer possible due to restrictions by a Supplier (each such suspension, a "Service Suspension"). Evident will make commercially reasonable efforts, circumstances permitting, to provide written notice of any Service Suspension to Relying Party (including notices sent to Relying Party's registered email address) and to provide updates regarding resumption of access to the Subscription Services following any Service Suspension. Evident will use commercially reasonable efforts to resume providing access to the Subscription Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Evident will have no liability for any damage, liabilities, losses (including any loss of data or profits) or any other consequences that Relying Party, any Authorized Relying Party User or any Authorized End User may incur as a result of a Service Suspension.
- 3.5. **Aggregated Statistics.** Relying Party acknowledges and agrees that Evident may compile and use de-identified Aggregated Statistics. To the extent necessary, Relying Party hereby grants Evident a royalty-free, nonexclusive, irrevocable, right and license (with the right to sublicense through multiple tiers) to develop Aggregated Statistics from data, including Relying Party Data that has been de-identified, gathered or generated directly by the Subscription Services or by Relying Party's use of the Subscription Services.
4. **RELYING PARTY RESPONSIBILITIES.**
 - 4.1. **Usage Restrictions.** Relying Party will not, and will not permit any Authorized Relying Party User or any Authorized End Users to, (i) copy or duplicate any portion of the Subscription Services; (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Subscription Services are compiled or interpreted, or apply any other process or procedure to derive the source code of any software included in the Subscription Services, or attempt to do any of the foregoing, and Relying Party acknowledges that nothing in this Agreement will be construed to grant Relying Party any right

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to obtain or use such source code; (iii) modify, alter, tamper with or repair the Subscription Services, or create any derivative product from any of the foregoing, or attempt to do any of the foregoing, except with the prior written consent of Evident; (iv) interfere or attempt to interfere in any manner with the functionality or proper working of the Subscription Services; (v) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Subscription Services; (vi) use the Subscription Services for marketing purposes or resell or broker the Subscription Services to any third party; or (vii) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Relying Party's rights under Section 3.1, 3.2 and 3.3 of these Terms and Conditions. Relying Party will not use the Subscription Services except in compliance with these Terms and Conditions. Relying Party will ensure that its use of the Subscription Services complies with all applicable laws, statutes, regulations or rules and will not use or compile any data from the Subscription Services for the purpose of any illegal activities.

- 4.2. Access, Terms of Use and Privacy Policy. Relying Party will provide reasonable cooperation, assistance, information and access to Evident as may be necessary to initiate Relying Party's use of the Subscription Services. Relying Party will ensure Authorized Relying Party Users know that the Subscription Services will only be used for business purposes; and Relying Party acknowledges and agrees that it is responsible for the acts or omissions of any person who accesses the Subscription Services using passwords or access procedures provided to or created by Relying Party. Evident reserves the right to refuse registration of, or to cancel, login credentials that violate the terms and conditions set forth in the Agreement.

4.3. Compliance with Data Protection Laws.

By Relying Party: Relying Party agrees that: (i) it will comply with its obligations under Data Protection Laws in its processing of Relying Party Data and Authorized End User data, including any obligations to third parties related to such processing; (ii) it has provided all notice and obtained all consents, permissions and rights necessary under Data Protection Laws for Evident to lawfully process Relying Party Data, Authorized End User data and Authorized Relying Party User data for the performance of this Agreement, including the delivery of the Subscription Services; and (iii) it shall ensure its processing instructions are lawful and that the processing of Relying Party Data, Authorized End User data and Authorized Relying Party User data in accordance with such instructions will not violate applicable Data Protection Laws.

By Evident: Evident agrees that it will comply with its obligations under Data Protection Laws in its processing of Relying Party Data and Authorized End User data and that it will maintain in place throughout the term of this Agreement reasonable and appropriate physical, administrative and technical data security measures in order to protect such data.

- 4.4. Relying Party Data. Each party shall implement security practices and measures adequate to preserve the confidentiality and security of data in its possession or under its control as required by Data Protection Laws and, at a minimum, shall implement and maintain reasonable security practices and procedures to protect Relying Party Data and Authorized End User data in its possession from unauthorized access, destruction, use, modification, or disclosure or otherwise. Relying Party acknowledges (i) Evident does not assess the contents of Relying Party Data and therefore Relying Party is responsible for determining the suitability of Evident's security measures and for making appropriate use of the Subscription Services to ensure a level of security appropriate to the particular nature of Relying Party Data and Authorized End User data; and (ii) that Authorized End Users may independently subscribe to Evident services that authorize Evident to process their personal data, such as Evident IDs, independently from the Subscription Services. Except as it relates to Relying Party Data, this Agreement does not apply to such independently-subscribed services or any Authorized End User data that is subject to such independent subscriptions with Evident.

5. PRICING AND PAYMENTS.

- 5.1. Fees and Invoicing. Relying Party will pay all fees for the right to use the Subscription Services as set forth in the Order Form. Unless otherwise provided in the applicable Order Form, all fees will be due on receipt of invoice issued by Evident. Payment obligations are non-cancelable, and fees paid are non-refundable. Relying Party is responsible for providing complete, accurate billing and contact information and notifying Evident of any changes to such information.

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- 5.2. Credit Card & ACH Payments. If Relying Party provides credit card or ACH information to Evident, Relying Party authorizes Evident to charge such credit card or complete such ACH for all fees listed in the Order Form including for the initial Subscription Term and any renewal subscription term(s) as set forth in the Order Form. Such charges shall be made in advance, either annually or in accordance with the billing frequency stated in the applicable Order Form.
- 5.3. Automatic Renewal. Relying Party understands and agrees that, depending on Relying Party's choice of Subscription, Evident will automatically renew Relying Party's Subscription (each, an "Automatic Renewal"). Unless otherwise agreed in a new Order Form, each Subscription's Automatic Renewal will be for the same period of time as Relying Party's original Subscription. The pricing during any renewal term may increase by up to 2 times the then-current Consumer Price Index (CPI) above the applicable pricing in the prior Subscription, unless Evident provides Relying Party notice of different pricing at least sixty (60) days prior to the applicable renewal term. If Relying Party chooses not to renew the current Subscription, Relying Party must provide written notice (including by e-mail) thirty (30) days prior to the end of the then-current Subscription Term.
- 5.4. Taxes. Relying Party will be responsible for payment of any applicable sales, use and other taxes and all applicable export and import fees, customs duties and similar charges (other than taxes based on Evident's income), and any related penalties and interest for the grant of license rights hereunder, or the delivery of related services. Relying Party will make all required payments to Evident free and clear of, and without reduction for, any withholding taxes. Any such taxes imposed on payments to Evident will be Relying Party's sole responsibility, and Relying Party will, upon Evident's request, provide Evident with official receipts issued by the appropriate taxing authorities, or such other evidence as Evident may reasonably request, to establish that such taxes have been paid.
- 5.5. Late Payments; Interest. Any portion of any amount payable hereunder that is not paid when due will accrue interest at one and one-half percent (1.5%) per month or the maximum rate permitted by applicable law, whichever is less, from the due date until paid. Relying Party will reimburse Evident for its costs of collection, including attorney fees, necessitated by Relying Party's failure to pay amounts due in a timely manner.
6. CONFIDENTIALITY.
 - 6.1. Ownership of Confidential Information. The parties acknowledge that during the performance of this Agreement, each party will have access to certain of the other party's Confidential Information or Confidential Information of third parties that the disclosing party is required to maintain as confidential. Both parties agree that all items of Confidential Information are proprietary to the disclosing party or such third party, as applicable, and will remain the sole property of the disclosing party or such third party.
 - 6.2. Mutual Confidentiality Obligations. Each party agrees as follows: (ii) to use Confidential Information disclosed by the other party only for the purposes described herein; (iii) that such party will not reproduce Confidential Information disclosed by the other party, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party; (iv) that neither party will create any derivative work from Confidential Information disclosed to such party by the other party; (v) to restrict access to the Confidential Information disclosed by the other party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and have agreed in writing to treat such information in accordance with the terms of this Agreement; and (vi) to return or destroy, pursuant to Section 10.3, all Confidential Information disclosed by the other party that is in its possession upon termination or expiration of this Agreement.
 - 6.3. Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 6.1 and 6.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (x) in order to comply with the order of a

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court or other governmental body, provided that the party making the disclosure pursuant to the order will first have given written notice to the other party and made a reasonable effort to obtain a protective order; (y) or as otherwise necessary to comply with applicable law, or (z) to establish a party's rights under this Agreement, including to make such court filings as it may be required to do.

7. PROPRIETARY RIGHTS.

- 7.1. Evident Ownership. Except for the rights expressly granted by Evident to Relying Party under this Agreement, as between the parties Evident owns and retains all right, title and interest in and to the Subscription Services, the Documentation, the Aggregated Statistics and all of Evident's content, including without limitation, information, text, graphics, links, documents, data, materials, tools, icons, audio, visual, software, symbols, and characters incorporated into and available through the Subscription Services, and all Intellectual Property Rights therein (collectively, the "Evident IP"). Except as otherwise set forth in these Terms and Conditions, nothing contained in this Agreement will be construed as conferring upon Relying Party, by implication, operation of law or otherwise, any other license or other right in or to the Evident IP. Relying Party will not take any action inconsistent with Evident's ownership of the Evident IP.
- 7.2. Relying Party Ownership. As between the parties, Relying Party owns and retains all right, title and interest in and to the Relying Party Data and all Intellectual Property Rights therein (collectively, the "Relying Party IP"). Except as otherwise set forth in these Terms and Conditions, nothing will be construed as conferring upon Evident, by implication, operation of law or otherwise, any other license or other right in or to the Relying Party IP. Evident will not take any action inconsistent with Relying Party's ownership of the Relying Party IP. Relying Party acknowledges that Authorized End Users have an ownership interest in their respective Evident ID and may use their Evident ID at their discretion.
- 7.3. Feedback. If Relying Party, Authorized Relying Party Users or Authorized End Users send or transmit any communications, comments, questions, suggestions, or related materials to Evident, whether by letter, email, telephone, or otherwise ("Feedback"), suggesting or recommending changes to the Subscription Services, including, without limitation, new features or functionality relating thereto, all such Feedback is, and will be exclusively owned by Evident. Relying Party hereby assigns all right, title, and interest in, and Evident is free to use, without any attribution or compensation to Relying Party, any ideas, know-how, concepts, techniques, and all applicable intellectual property rights relating to the Feedback, whether or not patentable, for any purpose whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Relying Party agrees and understands that Evident is not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and Relying Party has no right to compel such use, display, reproduction, or distribution.
- 7.4. Use of Marks. Relying Party expressly authorizes Evident to use the indicia (i.e., name, logo, trademarks) of Relying Party as follows: (i) as needed as part of the provision of the Subscription Service, (ii) in discussions with individual customers or potential customers, and (iii) generally on its website and for sales and marketing purposes provided that for any such usage under this subsection (iii) Relying Party has provided its approval of such usage.

8. WARRANTIES, DISCLAIMERS, EXCLUSIONS AND LIMITATIONS OF LIABILITY.

- 8.1. Mutual Warranties. Each party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization, (ii) that the Agreement constitutes a valid and binding obligation of such party and will be enforceable against such party in accordance with its terms and (iii) that it will comply with any and all local, state and/or national laws, and/or regulations applicable to such party, including those related to data privacy and the transmission of personal data.
- 8.2. Disclaimer. EXCEPT AS EXPRESSLY REPRESENTED OR WARRANTED IN SECTION 8.1, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SUBSCRIPTION SERVICES, THE DATA SERVICES, AND THE DOCUMENTATION ARE PROVIDED "AS IS" AND EVIDENT, ITS LICENSORS AND SUPPLIERS DISCLAIM ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY AND ALL IMPLIED WARRANTIES OF

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MERCHANTABILITY, ACCURACY, RESULTS OF USE, RELIABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INTERFERENCE WITH QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. FURTHER, EVIDENT, ON BEHALF OF ITSELF AND ITS LICENSORS AND SUPPLIERS, DOES NOT WARRANT THAT THE SUBSCRIPTION SERVICES, THE DATA SERVICES, OR THE DOCUMENTATION WILL MEET RELYING PARTY'S REQUIREMENTS OR THAT THE OPERATION OF THE SUBSCRIPTION SERVICES OR THE DATA SERVICES WILL BE ERROR-FREE, UNINTERRUPTED, VIRUS-FREE OR SECURE, OR THAT ALL ERRORS WILL BE CORRECTED. EVIDENT DOES NOT GUARANTEE RELYING PARTY'S COMPLIANCE WITH ALL APPLICABLE LAWS IN ITS USE OF REPORTED INFORMATION, AND DOES NOT PROVIDE LEGAL OR OTHER COMPLIANCE RELATED SERVICES UPON WHICH RELYING PARTY MAY RELY IN CONNECTION WITH ITS FURNISHING OF REPORTS. RELYING PARTY UNDERSTANDS THAT ANY CONVERSATION OR COMMUNICATION WITH EVIDENT'S REPRESENTATIVES REGARDING SEARCHES, VERIFICATIONS OR OTHER SERVICES OFFERED BY EVIDENT ARE NOT TO BE CONSIDERED A LEGAL OPINION REGARDING SUCH USE. RELYING PARTY AGREES THAT IT WILL CONSULT WITH ITS OWN LEGAL OR OTHER COUNSEL REGARDING THE USE OF BACKGROUND SCREENING SERVICES, INCLUDING BUT NOT LIMITED TO, THE LEGALITY OF USING OR RELYING ON REPORTED INFORMATION, DEVELOPMENT OF INTERNAL POLICIES AND PROCEDURES, AND ADVERSE ACTION PROCESSES.

8.3. Exclusions of Remedies; Limitation of Liability. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY OR ITS LICENSORS OR SUPPLIERS BE LIABLE TO THE OTHER PARTY OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR (A) ANY LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES HEREUNDER OR (B) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE TOTAL AMOUNT OF ALL FEES PAID TO EVIDENT BY RELYING PARTY UNDER SECTION 5 DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE ACT, OMISSION OR EVENT GIVING RISE TO SUCH LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE. NOTWITHSTANDING THE FOREGOING, ANY BREACHES OF CONFIDENTIALITY AND DATA PRIVACY RESPONSIBILITIES HEREUNDER WILL NOT BE SUBJECT TO THE ABOVE LIMITATIONS. THAT SAID, A PARTY WILL NOT BE LIABLE FOR DAMAGES DUE TO BREACHES OF CONFIDENTIALITY AND DATA PRIVACY OBLIGATIONS HEREUNDER IN AN AMOUNT THAT EXCEEDS FIVE HUNDRED THOUSAND DOLLARS (\$500,000) IN THE AGGREGATE DURING THE TERM.

8.4. Essential Basis of the Agreement. Relying Party acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 8 form an essential basis of the agreement between the parties, that the parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement, and that absent such disclaimers, exclusions and limitations of liability, the terms and conditions of this Agreement would be substantially different.

9. INDEMNIFICATION.

9.1. Relying Party will defend Evident against any and all actions, demands, claims and suits and indemnify and hold Evident harmless from any and all liabilities, damages and costs (including without limitation reasonable attorneys' fees) to the extent arising out of: (i) Relying Party's use of the Subscription Services or (ii) Relying Party's gross negligence or willful misconduct. In the event Evident seeks indemnification or defense from you under this provision, Evident will promptly notify you in writing of the claim(s) brought against Evident for which it seeks indemnification or defense. Evident reserves the right, at its option and sole discretion, to assume full control of the defense of claims with legal counsel of its choice. Relying Party may not enter into any third party agreement, which would, in any manner whatsoever, affect the rights of Evident, constitute an admission of fault by Evident or bind Evident in any manner, without the prior written consent of Evident. In the event Evident assumes control of the defense

PRISM Master Service Agreement for Evident ID, Inc. Services

of such claim, Evident will not settle any such claim requiring payment from Relying Party without Relying Party's prior written approval.

- 9.2. Evident will defend Relying Party against any and all actions, demands, claims and suits to the extent arising out of any claim that the Subscription Services infringe on or violate any intellectual property rights of any third party. In the event Relying Party seeks indemnification or defense from Evident under this provision, Relying Party will promptly notify Evident in writing of the claim(s) brought against Relying Party for which it seeks indemnification or defense. Evident may not enter into any third party agreement which would, in any manner whatsoever, constitute an admission of fault by Relying Party without the prior written consent of Relying Party.

10. TERM AND TERMINATION.

- 10.1. Term. The term commences on the earlier of: (i) the date of last signature of this Agreement below, or (ii) the start date of a Subscription Term as set forth on the applicable Order and, subject to Section 5.3 or other agreed renewal, will remain in effect until the later of: (y) a period of one (1) year from the date of last signature below or (z) the latest Subscription Term end date.

- 10.2. Termination. This Agreement may be earlier terminated by either party (i) if the other party breaches a material provision of this Agreement and fails to cure such breach within thirty (30) days (ten (10) days in the case of non-payment) after receiving written notice of such breach from the non-breaching party; (ii) immediately if Evident reasonably believes Relying Party or an Authorized Relying Party User is misusing the Subscription Services or (iii) immediately if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

- 10.3. Effects of Termination. Upon any expiration or termination of this Agreement:

- (a) All rights and obligations of the parties will cease, except that all obligations that accrued prior to the effective date of termination (including without limitation, all payment obligations) and all remedies for breach of this Agreement will survive;
- (b) Relying Party will make no further use of the Subscription Services or the Documentation, provided that no termination will relieve the Relying Party of the obligation to pay any fees accrued or payable to Evident;
- (c) Relying Party will immediately pay to Evident all amounts due and payable to Evident hereunder, inclusive of any minimum monthly or annual amounts in place for the applicable Subscription Term;
- (d) All Order Forms hereunder shall terminate;
- (e) Evident has no obligation to retain Relying Party Data following thirty (30) days after complete termination of the Agreement; and
- (f) Upon termination, each party will delete any of the other party's Confidential Information still in their possession (with the exception of Relying Party Data as set forth in the preceding paragraph and as required to comply with applicable law) from computer storage or any other media including, but not limited to, online and off-line libraries; and each party will return to the other party or, at the other party's option, destroy, all physical copies of any the other party's Confidential Information.

- 10.4. Survival. Any provision of these Terms and Conditions which, either by its terms or to give effect to its meaning, must survive, including the provisions titled Confidentiality, Proprietary Rights, Warranties, Disclaimers, Exclusions and Limitations on Liability, Indemnification, Effects of Termination and General Provisions will survive.

11. GENERAL PROVISIONS.

- 11.1. Entire Agreement. This Agreement (which includes any Order Form completed by Relying Party, as well as those terms and documents incorporated by reference) constitute the entire agreement, and supersedes all prior negotiations, understandings or agreements (oral or written), between the parties about the subject matter of this Agreement. No oral statements or prior written material not specifically incorporated herein will be of any force and effect, and no changes in or additions to this Agreement will be recognized unless incorporated herein by amendment as provided herein and signed by duly authorized representatives of both parties. The application of Relying Party's general terms and conditions in any general vendor acknowledgement or Relying Party's other general purchasing conditions (including pre-printed boilerplate terms) are hereby expressly excluded, rejected, and objected to by Evident. This Agreement will apply and supersede the pre-printed terms and conditions of any form submitted by either party, unless such form is expressly included herein.

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- 11.2. Audit. Relying Party understands and agrees that in order to ensure compliance with applicable law and Evident's obligations under its contracts with Suppliers, Evident may conduct periodic reviews of Relying Party's use of the Subscription Services and may, upon reasonable notice, audit Relying Party's records, processes and procedures related to Relying Party's use, storage and disposal of the Subscription Services and information received therefrom. Relying Party agrees to cooperate fully with any and all audits.
- 11.3. Waivers, Consents and Modifications. No waiver, consent or modification of this Agreement will bind Evident or Relying Party unless in writing and signed by the party against which enforcement is sought. This Agreement may be modified solely upon the written agreement of both Relying Party and Evident. The failure of either party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights.
- 11.4. Severability. If any provision of this Agreement is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable.
- 11.5. Governing Law. The laws of the State of Georgia, excluding its conflicts of law rules, govern this Agreement. The exclusive jurisdiction and venue of any action arising out of or related to this Agreement will be either the state or federal courts in Fulton County, Georgia, and the parties agree and submit to the personal and exclusive jurisdiction and venue of these courts. Neither the United Nations Convention on Contracts for the International Sale of Goods nor any implementation of the Uniform Computer Information Transactions Act in any jurisdiction will apply to this Agreement.
- 11.6. Force Majeure. In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement (except payment obligations) due to any cause beyond its reasonable control, the affected party will give written notice thereof to the other party and its performance will be extended for the period of delay or inability to perform due to such occurrence.
- 11.7. Notices. Any notice or communication hereunder will be in writing and either personally delivered or sent via confirmed electronic mail, recognized express delivery courier or certified or registered mail, prepaid and return receipt requested, addressed to the other party, which, in the case of Relying Party, will be the address provided to Evident in the Order Form, and, in the case of Evident, will be the address set forth in the contact section of Evident's website, or at such other address for either party as is designated in a subsequent notice. Legal notices should be sent to legal@evidentid.com. All notices will be in English, effective upon receipt.
- 11.8. Assignment. This Agreement will be binding upon and for the benefit of Evident, Relying Party and their permitted successors and assigns. Either party may assign this Agreement to its affiliates and as part of a corporate reorganization, consolidation, merger, or sale of substantially all of its assets or business to which this Agreement relates, with notice to the other party. Except as expressly stated in this Agreement, neither party may otherwise assign its rights or obligations under this Agreement either in whole or in part without the prior written consent of the other party, and any attempted assignment or delegation without such consent will be void.
- 11.9. Publicity. Relying Party shall not reference Evident or the existence of this Agreement publicly without the prior, express written consent of Evident. Any such approved usage of Evident indicia (i.e., name, logo, trademarks) by Relying Party shall be in compliance with Evident's brand and marks usage guidelines as shared by Evident, and such use if proper shall not violate any Intellectual Property Rights or Confidential Information of Evident.
- 11.10. Independent Contractors. The parties will be independent contractors under this Agreement, and nothing herein will constitute either party as the employer, employee, agent or representative of the other party, or both parties as joint ventures or partners for any purpose.

PRISM Master Service Agreement for Evident ID, Inc. Services

Sample Order Form

PRISM Master Service Agreement for Evident ID, Inc. Services



Evident ID, Inc.
945 East Paces Ferry Road NE, Suite 1700, Atlanta, GA 30326
Tel : +1.877.832.5298, Email: sales@evidentid.com
www.evidentid.com

Remit To Address:
Evident ID, Inc
2810 N Church St, Suite 95997, Wilmington, DE 19802-4447

Quote Expiration: 01/31/2024

Order Form prepared for:
[Customer's Business Name]
Entity Name (internal use): [unique lowercase name <10 characters]
Account ID (internal use):
Date: 11-Jul-2024
Evident Contact: [AE's Name]
Email: [AE's email]
Phone: [AE's phone]

Service	Annual Platform Fee	Included Licenses	License Fee above Included
Insurance Verification-as-a-Service (IVaaS) - Enterprise Tier	\$30,000	1,000	\$30.00
Each License is for 1 year of service, and includes: - Custom branding and communications - Decisioning Engine Includes Unlimited Coverage Types and Groups - Notice of Cancellation Support (Digital and PO Box) - Embedded Insurance for third parties - API/Integration Support, Unlimited admins/users - Historic COI Access			
Full Service Onboarding (one-time)	\$10,000.00		

Billing Information	Billing Terms
Address: [ADD 1] [ADD 2]	Term: 12 Months
Contact: [Contact]	Onboarding Service: Included in First Invoice
Email: [Email]	Annual Platform Fee: Invoiced Annually
	All Other Fees and Services: Invoiced Monthly, in Arrears
	Payment Terms: 30 Days from Invoice

Additional Terms

Initial Term:
April 1, 2024 - March 31, 2025 (Term begins at date listed or upon initial usage of service, whichever occurs sooner)

IVaaS:

- Licenses are for each unique insured.
- The licenses pack included in the Platform Fee will be activated when the term begins and renew annually.
- Insurance Verification is an annual subscription service whereby an individual 12-month service is Initiated upon activation of an individual insured.
- The subscription fee cannot be prorated, including upon termination of the agreement.
- Subscriptions will auto-renew on their anniversary unless the customer notifies Evident within 30 days of the renewal by marking an Insured as Inactive in Evident's system.

By signing this Order Form, you agree to: (a) purchase the products and services pursuant to the terms set forth herein; (b) authorize Evident to submit invoices for such payment; and (c) be bound by the Evident Relying Party Subscription Terms & Conditions (Agreement). This Order Form will renew as set forth in the Agreement, unless expressly stated otherwise herein.

Evident ID, Inc	[Customer's Business Name]
Name: Dana Thomas	Name: _____
Title: Chief Operating Officer	Title: _____
Signature: _____	Signature: _____
Date: _____	Date: _____