



Trua Screening Products Terms of Service

Thank you for using our products and services (our “Services”). The Services are provided by Trua, LLC (“Trua” “We,” “Us,” “Our”), located at 1320 Old Chain Bridge Road, Suite 300 McLean, VA 22101. As used herein, “You” or “Customer” means the person (individual or entity) identified in the Purchase Order as purchasing the Services, and together with Us, shall constitute the “Parties.” For purposes of Sections 7.3 (Disclaimers), 9 (Indemnification), and 10 (Limitation of Liability), the terms “Trua” “We,” “Us,” “Our” shall be deemed to include Trua, its Affiliates, and any third-party providers of Content. These Terms of Service, as they may from time to time be modified in accordance with Section 14.3, are part of Your legal agreement with Trua, and are incorporated by reference into Your Purchase Order.

1. OUR RESPONSIBILITIES.

We will use commercially reasonable efforts to make the Services available 24 hours a day, 7 days a week, except for: (i) planned downtime, and (ii) any unavailability caused by circumstances beyond Our reasonable control. We will maintain safeguards designed for protection of the data You provide (the “Data”) while in Our possession, including limiting access, use, modification or disclosure of Your Data by Our personnel except (a) to provide and maintain the Services, (b) as compelled by law, and (c) as You expressly permit in writing.

2. USE OF SERVICES AND CONTENT

2.1. Subscriptions to Services. The Services selected by You shall be provided on a subscription basis. You shall not access the Services from Internet Protocol Addresses located outside of the United States and its territories. You may not use data provided by Us to create a competing product.

2.2. Your Responsibilities. Only Your employees for whom You have supplied a user identification and password (“Users”) may be permitted to use the Services. You will (a) be responsible for Users’ compliance with these Terms of Service and any other agreement executed between the Parties, (b) prevent unauthorized access to or use of Services and any information about any individual employee or contractor identified by You for monitoring (“Subject”) provided by Trua to You through the Service (“Subject Information”), and notify Us promptly of any such unauthorized access or use, (c) be responsible for the accuracy, quality and legality of Your Data and obtaining any consents or other approvals required by law (including any consents required to be obtained from the Subjects before making use of the Services); and (d) use Services and Subject Information only in accordance with (i) these

Terms of Service and any other agreement executed between the Parties, and (ii) applicable laws and government regulations. You covenant not to permit Users to access or use the Services in a U.S. embargoed country.

2.3. Personally Identifiable Information. You shall (a) restrict access to the Services to those employees who have a need to know as part of their official duties (and shall promptly deactivate the user access of any User who ceases to have a need to know, such as any employee User whose employment is terminated); (b) ensure that none of Your employees shall (i) obtain and/or use such information for personal reasons or (ii) transfer any such information except as permitted by (A) these Terms of Service and the terms of any other agreement executed between the Parties, or (B) as required by law; (c) keep all User identification access information confidential and prohibit the sharing of access information; (d) prevent unauthorized access to, or use of, the Services, Subject Information or any other data received therefrom, by any person or entity; (e) unless required by law, purge all information received through the Services and stored electronically or on hard copy by You within 90 days of initial receipt or expiration of the applicable retention period required by law; and (f) be capable of accessing the Services where the same are provided utilizing so-called “secure socket layer,” and (g) not access the Services via automated search means, other than as approved by Endera.

3. CUSTOMER AND THIRD-PARTY SYSTEM INTEGRATION

3.1. Integration with Non-Trua Applications. To use certain features of the Services, You may be required to obtain access to third party applications (“Non-Trua Applications”) from their providers, and may be required to grant Us access to Your account(s) on such Non-Trua Applications. We are not responsible for any Non-Trua Application or changes made thereto, or any lack of interoperability with the corresponding Service features. We do not warrant or support any Non-Trua products or services, whether or not they are designated by Us as “certified” or otherwise.

3.2. Removal of Content and Non-Trua Applications. If We are required by a licensor or provider to remove data that We aggregate from various sources to make Subject Information available (“Content”), or We are notified that Subject Information provided to You may violate applicable law or third-party rights, We may so notify You and in such event, You will promptly remove such Subject Information from Your systems and We may take such further actions (including disabling or modifying the Service) as are necessary.

4. FEES AND PAYMENT FOR SERVICES

4.1. Billing. For Your convenience and in order to

provide You with uninterrupted access, We will charge all applicable fees (as set forth in the relevant Purchase Order or online order form, including the “enrollment fee” and a “monitoring fee”), plus any taxes, to the credit card You provide to Us during registration (or to a different credit card if You change Your account information), which such charges are non-refundable. Unless otherwise set forth in the terms of an applicable Purchase Order (or attachment thereto), fees are billed monthly at the beginning of each month. Charges for Services priced based on population count will generally be assessed based on the highest number of total identities monitored recorded during the immediately preceding billing period. We reserve the right to change our fees or billing methods upon renewal of any Services. You acknowledge that fees may change if additional or modified Services are mutually agreed to by you and Trua may use third party service providers to process Your payment information.

4.2. Delinquent Accounts. Missed or otherwise unmade payments will result in Your account being considered delinquent by Us, and may be subject to a processing fee of up to 1.5% of the amount of the missed or unmade payment (to be charged at Our sole discretion). Service for delinquent accounts may be immediately suspended (in Our sole discretion) until such account is made whole by You. We reserve the right to make use of third-party collections agencies to collect on delinquent accounts. You are responsible for all legal fees, collection fees and other related expenses incurred by Trua to secure payment for Your account.

5. PROPRIETARY RIGHTS AND LICENSES

Subject to the limited rights expressly granted hereunder, We and Our licensors and Content providers reserve all of Our/their right, title and interest in and to the Services and Content, including all of Our/their related intellectual property rights. No rights are granted to You hereunder other than the limited right to access the Service as expressly set forth herein. You grant Us, Our affiliates and applicable contractors a worldwide, limited-term license to host, copy, transmit and display Your Data, any Non-Trua Applications and any program code created by or for You for use by You with the Services, as reasonably necessary for Us to provide the Services. You grant to Us and Our affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and exploit any suggestion, enhancement request, correction or other feedback provided by You or Users.

6. CONFIDENTIALITY

6.1. Definition of Confidential Information. Each Party (a “Recipient”) shall maintain in strict confidence, and agrees not to disclose to any third party, Confidential Information that Recipient receives from the other party (a “Discloser”) and will not use such Confidential Information for any purpose outside the scope of these

Terms of Service. Recipient may provide access to Confidential Information of the Disclosing Party to those of its and its affiliates’ employees and contractors who need that access for purposes consistent with these Terms of Service who have signed confidentiality agreements containing protections not materially less protective of the Confidential Information than those herein. “Confidential Information” means all non-public information of a competitively sensitive nature concerning Discloser its affiliates or a third party to whom Discloser has a duty of confidentiality, including, but not limited to, Discloser’s trade secrets. Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

6.2. Duration of Obligation. Recipient’s obligations under this Section shall remain in effect until five (5) years after the termination or expiration of the applicable subscription; provided that Recipient’s obligations hereunder with respect to Confidential Information consisting of trade secrets shall remain in effect for as long as governing law allows.

6.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure and reasonable assistance, at the Disclosing Party’s cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party’s Confidential Information, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing access to that Confidential Information.

6.4. Injunctive Relief. Recipient acknowledges that disclosure of any Confidential Information or trade secret by it or its employees will give rise to irreparable injury to Discloser or the owner of such information, not adequately compensated by monetary damages. Accordingly, Discloser or such other party may obtain injunctive relief against the breach or threatened breach of this Section, without the requirement of posting bond. Recipient agrees that the covenants contained in this Section are necessary for the protection of Discloser’s legitimate business interests and are reasonable in scope, content and duration.

6.5. Retention. Upon the earlier termination of the applicable subscription or the written request of Discloser, Recipient shall delete and/or destroy all of Discloser’s Confidential Information in Recipient’s possession, including any copies thereof, but excluding information on back-up tapes or other archival or disaster-recovery media, unless such deletion is prohibited by applicable law.

7. REPRESENTATIONS, WARRANTIES, AND DISCLAIMERS

7.1. Warranties.

(a) **Our Warranties.** We warrant that during an applicable Service term these Terms of Service will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data.

(b) **Customer Warranties.** Customer represents and warrants that (a) Customer's certifications contained herein and in any related Purchase Order are complete, accurate and correct; (b) Customer is not involved in credit fraud, identity theft, stalking, harassment, any unethical business practices or illegal activity, nor has it worked to further such activities of its customers or employees or agents, nor is it or any of its employees or agents authorized to access the Services on the U.S. Treasury Department Office of Foreign Assets Control Specially Designated National and Blocked Persons List; (c) Customer has commercially reasonable physical, administrative, and technical safeguards and written, information security policies and procedures and will protect the Services, notifications of changes in a Subject's profile ("Events"), and Subject Information from unauthorized access, use, disclosure and loss, (d) Customer has obtained all required consents to obtain the Services with respect to the Subjects; and (e) Customer will use the Services and the Subject Information only in accordance with applicable law and as permitted in these Terms of Service and any other agreements executed between the Parties.

7.2. Fair Credit Reporting Act. The Services provided pursuant to these Terms of Service are not provided by a "Consumer Reporting Agency," as that term is defined in the Fair Credit Reporting Act (15 U.S.C. § 1681, *et seq.*) ("FCRA") and do not constitute "consumer reports," as that term is defined in the FCRA.

7.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, Trua MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. THE SERVICES AND ANY INFORMATION PROVIDED THROUGH THE SERVICES ARE PROVIDED "AS IS". CUSTOMER SHALL NOT RELY ON Trua FOR THE ACCURACY OR COMPLETENESS OF INFORMATION SUPPLIED THROUGH THE SERVICES. Trua shall not be deemed negligent if Trua relies on incorrect, inaccurate or

incomplete information provided to it by a court, database or other repository of public information and communicates such information to Customer.

8. COVENANTS

8.1. Usage Restrictions. You will not (a) make the Services or Subject Information or other Content available to, or use the Services or Subject Information or other Content for the benefit of, anyone other than You or Your Users, (b) sell, resell, license, sublicense, distribute, make available, rent or lease the Services or Subject Information or other Content, or include the Services or Subject Information or other Content in a service bureau or outsourcing offering, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or in violation of third-party privacy rights, (d) use the Services to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Subject Information or other Content or its related systems or networks, (g) circumvent a contractual usage limit, or use any of Our Services to access or use any of Our intellectual property except as permitted under these Terms of Service, (h) copy a Service or any part, feature, function or user interface thereof, (i) copy Subject Information or other Content except as permitted herein, (j) frame or mirror any part of the Services or Content, other than framing on Your own intranets, (k) access the Services, Subject Information or other Content in order to build a competitive product or service or to benchmark with a Non-Trua product or service, or (l) attempt to access source code or reverse engineer the Services. Any use of the Services that in Our judgment threatens the security, integrity or availability of Our services, may result in Our immediate suspension of your access to the Services; however, We will use commercially reasonable efforts under the circumstances to provide You with notice and an opportunity to remedy such violation or threat prior to such suspension. You may not access the Services if You are Our direct competitor, except with Our prior written consent.

8.2. Your Obligations. You may use the Services and all information generated therefrom only subject to the representations and warranties contained in Section 7 of these Terms of Service and the other restrictions contained in these Terms of Service or any other agreement executed between the Parties, and for no other purpose. You may not allow any unauthorized persons or entities to access or use the Services using Your Account.

8.3. Audits. You shall permit Trua, or a third party under contract with Trua, to audit Your compliance with these Terms of Service (or any other agreement with Trua), who may, upon reasonable notice, audit Your records, processes and procedures related to Your use, storage and disposal of the Services and information received

therefrom. You agree to cooperate fully with any and all audits.

9. INDEMNIFICATION

You will defend Us against any claim, demand, suit or proceeding made or brought against Us by a third party alleging that any of Your Data, or our use of Your Data in providing the Services, infringes or misappropriates any third party's rights to privacy, intellectual property rights or otherwise violates applicable law, or arising from Your use of the Services, Subject Information or other Content in violation of applicable law or these terms of Service or any other agreement between the Parties (each a "Claim"), and You will indemnify Us from any damages, penalties, losses, attorney fees and costs ("Losses") We incur as a result of, or for any amounts paid by Us under a settlement of a Claim. We may choose to defend any Claim brought by any governmental entity, and you shall indemnify Us from any and all Losses incurred by Us in connection with such Claims.

10. LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES

ENDERA SHALL NOT BE LIABLE TO CUSTOMER (OR TO ANY PERSON CLAIMING THROUGH CUSTOMER) FOR ANY LOSS, INJURY, CLAIM, LIABILITY OR DAMAGE OF ANY KIND INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES RESULTING IN ANY WAY FROM THE CUSTOMER'S USE OF THE SERVICES OR RELATING TO INFORMATION GENERATED THROUGH THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF Trua ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES IN THE THREE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

11. TERMINATION. Trua may terminate the provision of the Services if (i) there is a change in any law or regulation which prohibits or restricts the delivery or use of the Services; (ii) upon 30 days' written notice to You of a material breach if such breach remains uncured at the expiration of such period, or (ii) if You become the subject of a petition in bankruptcy or proceeding relating to

insolvency, receivership, or similar proceeding. After termination of the Services, We will have no obligation to maintain or provide Your Data.

12. ADDITIONAL PROVISIONS REGARDING PII.

For the purposes of this Section 12, the terms "Personally Identifying Information" or "PII" mean any information regarding identifiable individuals provided by Customer to Trua for purposes of Trua providing the Services. The terms "process," "processing" or "processed" in relation to PII include, without limitation, collection, recording, organization, storage, amendment, retrieval, consultation, manipulation, and erasure.

(a) General: Trua agrees to use reasonable measures to prevent the unauthorized processing, acquisition, transmission and use of PII which may be disclosed or made available to Trua during the course of Customer's relationship with Trua.

(b) Processing and Use of PII: Trua shall process and use PII solely in accordance with the provisions of these Terms of Service or any other relevant agreement between the Parties. Trua shall not process or use PII for any purpose not specifically set forth in these Terms of Service or another agreement between the Parties without Customer's prior written consent.

(c) Data Security: Trua shall implement, at a minimum, the data security measures and observe the minimum standards for the protection of PII as set forth in this Paragraph (e):

(i) Access of Persons: Trua agrees to use reasonable measures, which shall include encryption and two-factor authentication, designed to prevent unauthorized persons from gaining access to the data processing equipment or media where PII is stored or processed.

(ii) Data Media: Trua agrees to use reasonable measures, including encryption, designed to prevent the unauthorized reading, copying alteration or removal of the data media used by Trua and containing PII.

(iii) Data Memory: Trua agrees to use reasonable measures, including encryption, designed to prevent unauthorized data input into memory and the unauthorized reading, alteration or deletion of PII.

(iv) Transmission: Trua agrees to use reasonable measures, including encryption, designed to prevent PII from being read, copied, altered or deleted by unauthorized Parties during the transmission thereof or during the transport of the data media on which PII is stored.

(v) Security Logs: Trua agrees to maintain comprehensive security logs with respect to systems on which Customer PII is processed as evidence for forensic investigations.

(d) Duration of Obligation: Trua's confidentiality obligations set forth herein with respect to PII shall remain in effect for as long as the PII remains in Trua's possession.

(e) Breach Notification. Trua shall report any actual or suspected security breach (data or network) to Customer in a prompt and timely manner and assist Customer in the investigation thereof.

13. ADDITIONAL PROVISIONS REGARDING USE OF SUBJECT INFORMATION.

13.1. Compliance With Law. You certify that You will not use the Services in violation of any federal, state or local law or regulation. You shall not use Subject Information or any other information You receive through the Services to take any Adverse Action (unless and until a Consumer Reporting Agency under contract with You has (a) verified the information contained in the Alert to be accurate and complete, and (b) communicated to You the verified information in a new document that constitutes a Report; or (2) a person authorized to receive the Alert, or a designee, neither of whom has any responsibility for decisions pertaining to the employment of, or independent contractor relationship with, the Subject of such Alert (a) independently verifies the information contained in the Alert to be accurate and complete, and (b) provides the independently obtained information, and not the Alert, to You to be used as justification for the Adverse Action.). You shall not incorporate, include or otherwise insert any portions of the Content, Subject Information (or any data elements therefrom) in any consumer report (as that term is defined in the FCRA). You shall only include in consumer reports such records that You (or Your agents) have directly retrieved from a consumer reporting agency.

13.2. Disclosure. You certify that you will not disclose the Subject Information, or any information contained therein, to any person within Your organization who does not have a legitimate business need to know the information contained in the Subject Information. You also will not disclose any Subject Information to any person or persons directly responsible for decisions pertaining to the employment of, or independent contractor relationship with, the Subject of such Subject Information (although you may, for the avoidance of doubt, provide such person or persons a Report prepared by a Consumer Reporting Agency discussing such Subject). You will not disclose the Subject Information, or any information contained therein, to any third party except (a) a Consumer Reporting Agency under contract with You for the sole purpose of verifying the accuracy and completeness of the information contained in the Subject Information and, if applicable, preparation of a report on the Subject.

13.3. Legend. You certify that You will not modify, delete, redact or otherwise obscure the legend that appears in conjunction with the delivery of Subject Information. That legend states as follows: “Trua is not a consumer reporting agency, and this service does not constitute a consumer report or an investigative consumer report as those terms are defined in the federal Fair Credit Reporting Act (15 U.S.C. sec 1681 et seq.) or any other fair credit reporting law.

14. GENERAL PROVISIONS

14.1. Governing Law. These Terms of Service will be governed by and construed in accordance with, the laws of the Commonwealth of Virginia. You consent to the exclusive jurisdiction and venue of the federal court located in the Eastern District of Virginia (or, if such federal court lacks jurisdiction thereover, in the Circuit Court for Fairfax County, Virginia for any legal action arising under these Terms of Service. Notwithstanding the foregoing, either party may bring an action for equitable relief in any court of competent jurisdiction.

14.2. Manner of Giving Notice. Notices related to the Services will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c) except for notices of termination or an indemnifiable Claim (“Legal Notices”), which shall clearly be identifiable as Legal Notices, the day of sending by email or via the Trua dashboard. All other notices to You will be addressed to the relevant Services system administrator or billing contact designated by You and may be sent via e-mail or through the Trua dashboard.

14.3. Changes. We may modify these terms to, for example, reflect changes to the law or changes to Our Services. We will post notice of modified terms on the Trua website. Changes will not apply retroactively and will become effective no sooner than fourteen (14) days after they are posted. However, changes addressing new functions for a Service or changes made for legal reasons will be effective immediately. Continued use of the Services after the institution of modified terms shall constitute your agreement to such modified terms.

14.4. General. You may not assign any of Your rights or obligations hereunder, whether by operation of law or otherwise, without Our prior written consent. There are no third-party beneficiaries under these Terms of Service. If any provision of these Terms of Service is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of these Terms of Service will remain in effect.

15. RESPONSIBILITIES OF USE

15.1 Trua Responsibilities

The service provides an easy and objectively verified way for an individual (“Owner”) to present their credibility via the Service to you (an “Evaluator”). An Evaluator can be an individual or a business. Based on information provided by an Owner, we verify the Owner’s identity and collect and verify information about them, including with the use of third-party sources, to calculate a trust score to represent their credibility to an Evaluator. The Owner, at their sole discretion, can decide to share their score with you as an Evaluator and can revoke that share at any time at their sole discretion. As an Evaluator, you can use the score to help you make better decisions when engaging with the Owner. As a business You are provided access to the Business Exchange to manage your relationship with Owners and facilitate your use of the Services.

The TruaScore is also referred to as the Trua Universal Score (“TUS”), which is the standard and complete score for an Owner. As part of the Services, Customer may select from a subset of score components, as offered by Trua at its sole discretion, to generate a Trua Customized Score (“TCS”) tailored to Customer on behalf of and authorized by an Owner. The TCS may or may not have an actual numerical score as solely determined by Trua. Trua may offer, at Trua's sole discretion, add-on services including, without limitation, Motor Vehicle Report (MVR) checks and employment verification. Both the TUS and the TCS and/or any results, whether including an actual score or not, and add-on services are referred to as TruaScore under these Terms.

An Owner’s TruaScore may be updated over time. We update the Owner’s score when events occur that impact it. We first present the change to the Owner for the Owner to

view and have the opportunity to correct any inaccurate information and continue or discontinue the share. Then we will send an alert to any Evaluators with whom the Owner is affiliated of the change in the score and/or associated information.

15.2. Customer Responsibilities:

- (a) Upload, using the Trua specified csv layout, accurate information concerning the identities to be monitored to the Trua Customer Website.
- (b) Information minimally required includes: Full Name (First, Middle, Last, Suffix), Address, Date of Birth, Personal address, Role, Department, Hire Date and Place of business (location of employee). Customer shall not provide credit card numbers or financial account numbers for any Subjects.
- (c) Additional information for consideration includes: Social Security Number, Place of birth, Driver’s License numbers, Driver’s License type and Driver’s License state, Professional License Information, Employee ID, other pertinent company information.
- (d) Obtain each Subject’s consent to monitoring (to the extent required by law).
- (e) Utilize the Trua Customer Website to manage identities and the resulting Events.
- (f) Facilitate further investigations of Events utilizing sources outside of Trua for validation prior to taking any Adverse Action.
- (g) Add identities to, and remove identities from, the Trua Customer Website.
- (h) Provide an accurate disposition within the Trua Customer Website for all Events received.
- (i) Work with Trua to provide feedback on program and platform via customer surveys.
- (j) Customer agrees to serve as and provide references to potential Trua customers upon formal request from Trua. Said references will be provided upon the Customer representative’s availability.