Sift

SIFT SAAS SERVICES EVALUATION AGREEMENT

Last Updated: October 12, 2022

BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT OR ACCESSING OR USING ANY SIFT OFFERINGS, YOU ARE ACCEPTING ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, YOU MAY NOT USE ANY SIFT OFFERINGS. YOU AGREE THAT THIS AGREEMENT IS ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU.

YOU MUST BE AUTHORIZED TO SIGN FOR AND BIND THE COMPANY OR ENTITY YOU REPRESENT IN ORDER TO ACCEPT THE TERMS OF THIS AGREEMENT, AND YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO DO SO. THE RIGHTS GRANTED UNDER THIS AGREEMENT ARE EXPRESSLY CONDITIONED UPON ACCEPTANCE BY SUCH AUTHORIZED PERSONNEL.

AGREEMENT

This Sift SaaS Services Evaluation Agreement ("**Agreement**") is a contract entered into between Sift Enterprises, Inc. ("**Company**") and the company or entity placing an order for, or accessing, any Company Services ("**Client**" or "**you**"). This Agreement is made up of and incorporates the below terms and conditions and any attachments, addenda, or exhibits referenced in the Agreement, and any Order Forms that reference this Agreement. There shall be no force or effect to any different terms of any related purchase order or similar form even if signed by the parties after the date hereof.

The "**Effective Date**" of this Agreement is the date which is the earlier of (a) Client's initial access to any of Company's Services (as defined in Section 1.1 below) through any online provisioning, registration, or order process or (b) the effective date of the first Order Form referencing this Agreement. This Agreement will govern Client's evaluation of any of Company's Services commencing on the Effective Date, as well as any future evaluations of any of Company's Services by Client that reference this Agreement.

1. SAAS SERVICES EVALUATION

1.1 Subject to the terms of this Agreement, and Company's Policy (as defined in Section 2.3 below), Company will use commercially reasonable efforts to provide Client the Sift Pro Plan software-as-a-service offering (the "**Services**") solely for evaluation purposes, for a period of 14 days or such other period as is specified in an Order Form that references this Agreement (the "**Evaluation Period**"). The Evaluation Period may be extended or terminated by Company in its sole discretion.

1.2 As part of the registration process, Client will identify an administrative user name and password for Client's Company account. Company reserves the right to refuse registration of, or cancel passwords it deems inappropriate. Client acknowledges and agrees that Client's use of the Service may be limited or capped by Company in its sole discretion.

1.3 Subject to the terms of this Agreement, during an Evaluation Period, Company will make reasonable efforts to answer Client's questions regarding use of the Services but is not obligated to provide any other technical support services for any Services.

2. RESTRICTIONS AND RESPONSIBILITIES

2.1 Client will not, directly or indirectly: reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the Services or any software, documentation or data related to the Services ("**Software**"); modify, translate, or create derivative works based on the Services or any Software (except to the extent expressly permitted by Company or authorized within the Services); use the Services or any Software for timesharing or service bureau purposes or otherwise for the benefit of a third party; or remove any proprietary notices or labels.

2.2 Further, Client may not remove or export from the United States or allow the export or re-export of the Services, Software or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

Control, or any other United States or foreign agency or authority. As defined in FAR section 2.101, the Software and documentation are "commercial items" and according to DFAR section 252.2277014(a)(1) and (5) are deemed to be "commercial computer software" and "commercial computer software documentation." Consistent with DFAR section 227.7202 and FAR section 12.212, any use modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

2.3   Client represents, covenants, and warrants that Client will use the Services only in compliance with Company's standard published policies then in effect (the "**Policy**") and all applicable laws and regulations. Client further represents, covenants and warrants that Client shall only provide Company the names, work-provided email addresses, and personal data of its employees and service providers in accordance with applicable law. Client hereby agrees to indemnify and hold harmless Company against any damages, losses, liabilities, settlements and expenses (including without limitation costs and attorneys' fees) in connection with any claim or action that arises from Client's use of Services in violation of the Policy or applicable law and regulations. Although Company has no obligation to monitor Client's use of the Services, Company may do so and may prohibit any use of the Services it believes may be (or alleged to be) in violation of the foregoing.

2.4   Client shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Equipment**"). Client shall also be responsible for maintaining the security of the Equipment, Client account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Client account or the Equipment with or without Client's knowledge or consent.

2.5   If the Services being evaluated by Client include certain Company products or services that are not generally available to Company's clients ("**Beta Products**"), such Beta Products are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. Company may discontinue Beta Products at any time in its sole discretion and may never make them generally available.

3.   CONFIDENTIALITY; PROPRIETARY RIGHTS

3.1   Each party (the "**Receiving Party**") understands that the other party (the "**Disclosing Party**") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "**Proprietary Information**" of the Disclosing Party). Proprietary Information of Company includes non-public information regarding features, functionality, and performance of the Service and the Software. Proprietary Information of Client includes non-public data provided by Client to Company to enable the provision of the Services, including but not limited to Client's employee's names, email addresses, and biographical data provided by Client ("**Client Data**"). The Receiving Party agrees: (a) to take reasonable precautions to protect such Proprietary Information, and (b) not to use (except in performance of the Services or as otherwise permitted in this Agreement) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (i) is or becomes generally available to the public, (ii) was in its possession or known by it prior to receipt from the Disclosing Party, (iii) was rightfully disclosed to it without restriction by a third party, (iv) was independently developed without use of any Proprietary Information of the Disclosing Party, or (v) is required to be disclosed by law.

3.2   Client shall own all right, title and interest in and to the Client Data, as well as any data that is provided to Client as part of the Services as reports or other similar deliverables. Company shall own and retain all right, title and interest in and to (a) the Services and Software, and all improvements, enhancements, and modifications thereto, (b) any software, applications, inventions, and other technology developed in connection with support, and (c) all intellectual property rights related to any of the foregoing.

3.3   Notwithstanding anything to the contrary, Company shall have the right collect and analyze data and other information relating to the provision, use, and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning Client Data and data derived therefrom), and Company will be free (during and after the Term of this Agreement) to (a) use such information and data to improve and enhance the Services and for other development, diagnostic, and corrective purposes in connection with the Services and other Company offerings, and (b) disclose such data solely in aggregate or other de-identified form in connection with its business. No rights or licenses are granted except as expressly set forth in this Agreement.

4. TAXES

Client shall be responsible for all taxes associated with Services and Software other than U.S. taxes based on Company's net income.

5. TERM AND TERMINATION

5.1 Subject to earlier termination as provided below, this Agreement commences on the Effective Date and continues in effect until the end of the Evaluation Period (the "**Term**"). Upon expiration or termination of the Term, Company will immediately cease all use of the Services.

5.2 Either party may terminate this Agreement for any reason upon written notice to the other party.

5.3 Upon any expiration or termination, Company may, but is not obligated to, delete stored Client Data. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, confidentiality obligations, indemnification obligations, warranty disclaimers, use of data and ownership provisions, and limitations of liability.

6. WARRANTY AND DISCLAIMER

COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. THE SERVICES ARE PROVIDED "AS IS" AND COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

7. LIMITATION OF LIABILITY

NOTWITHSTANDING ANYTHING TO THE CONTRARY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, COMPANY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT AND TECHNOLOGY SUPPLIERS), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS, AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY: (A) FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES, OR TECHNOLOGY, OR LOSS OF BUSINESS; (B) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES; (C) FOR ANY MATTER BEYOND COMPANY'S REASONABLE CONTROL; OR (D) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED FIVE THOUSAND DOLLARS (USD $5,000), IN EACH CASE, WHETHER OR NOT COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8. MODIFICATIONS

From time to time, Company may modify this Agreement. Unless otherwise specified by Company, changes become effective for Client upon renewal of the then-current Evaluation Period or upon the effective date of a new Order Form after the updated version of this Agreement goes into effect. Company will use reasonable efforts to notify Client of the changes through communications via Client's account, email, or other means. Client may be required to click to accept or otherwise agree to the modified Agreement before renewing an Evaluation Period or upon the effective date of a new Order Form, and in any event continued use of any Service after the updated version of this Agreement goes into effect will constitute Client's acceptance of such updated version.

9. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, 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. This Agreement is not assignable, transferable, or sublicensable by Client. Company may transfer and assign any of its rights and obligations under this Agreement. This Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications, and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided in this Agreement. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Client does not have any authority of any kind to bind Company in any respect whatsoever. In any action or proceeding to enforce rights under this Agreement, the

prevailing party will be entitled to recover costs and attorneys' fees. All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or e-mail; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested. This Agreement shall be governed by the laws of the State of Michigan, without giving effect to choice of law principles. The parties agree that Michigan is a reasonably convenient place for the trial of cases arising under this Agreement. The parties agreement to Michigan as the forum for litigation was not obtained by misrepresentation, duress, the abuse of economic power, or other unconscionable means.