

Terms and Conditions

These terms and conditions (these “**Terms and Conditions**”) are between The Security Software Solutions, LLC, a Delaware limited liability company (“**Veris**”), and the client described in the applicable Order Form (as defined below) (“**Client**”). Each of Veris and the Client are a “**Party**” and together, they are the “**Parties.**” These Terms and Conditions are effective as of the effective date of the applicable Order Form.

Recitals

WHEREAS, Veris provides information services designed to assist clients with their compliance obligations and fraud prevention; and

WHEREAS, Client desires to obtain, and Veris desires to perform, such services.

NOW THEREFORE, for and in consideration of the mutual covenants and agreements contained in these Terms and Conditions, the Parties to these Terms and Conditions hereby agree as follows:

1. Scope of Services. Client orders Services (as defined below) from Veris by entering into a mutually signed “**Order Form**” under these Terms and Conditions. For clarity, Services ordered by Client through the Veris Reporting Platforms (as defined in Section 21 below), a mutually signed statement of work, and/or a mutually signed agreement between the Parties are each Order Forms. Veris agrees to provide the services and to grant the licenses, all as set forth in these Terms and Conditions and an Order Form (collectively, the “**Services**”). **For clarity, the definition of “Services” includes all data delivered therewith (including but not limited to data that is Veris IP or Third-Party Data (each as defined below)).** Each Order Form is hereby incorporated by reference into these Terms and Conditions and all references to these Terms and Conditions shall be deemed to include the Order Form. From time to time, Client may submit or upload processing files to Veris and such processing files (and the Services related thereto) shall be subject to these Terms and Conditions and Client’s applicable Order Form for the Services provided. In the event of conflict between these Terms and Conditions and any order, purchase document, invoice, addendum, amendment, agreement, or contract provided by Client (“**Client Document**”), these Terms and Conditions shall govern unless the Client Document is mutually signed and expressly states that it amends these Terms and Conditions. For clarity, a purchase order or invoice created by Client shall not be an Order Form nor shall it modify, amend, or alter these Terms and Conditions even if entered into after the date hereof.

2. Performance. Veris will use commercially reasonable efforts to deliver the Services requested by Client under an Order Form and to compile information gathered from selected public or government records and other sources used in the provision of the Services. Veris reserves the right to add materials and features to,

and to discontinue offering any of the materials and features that are currently a part of, the Services. In the event that Veris discontinues a material portion (except for Third-Party Data (as defined below)) of the materials and features that Client regularly uses in the ordinary course of its business, and such materials and features are included in an Order Form, Veris will refund any pre-paid Fees to Client for the discontinued materials and/or features. For clarity, the availability of Third-Party Data may change from time to time.

3. Fees and Taxes.

a. Fees. In consideration of Veris providing the Services, Client shall pay Veris the fees set forth in the applicable Order Form, the applicable pricing document, or other writing delivered to Client by Veris (the “**Fees**”). Fees are subject to annual adjustment based on Veris’s published fee schedule. Except as set forth in these Terms and Conditions, pre-paid Fees are nonrefundable.

b. Invoicing. Within thirty (30) days of (i) Client’s upload of a Processing File, as applicable or (ii) execution of an Order Form (and, where applicable, on the anniversary date each month thereafter), Veris shall invoice Client for the Fees. Client shall pay each properly rendered invoice within thirty (30) days after receipt, except for charges disputed in good faith. Client agrees to pay Veris interest computed at the rate of 1.5% per month or the maximum rate permitted by law, whichever is lower, on any undisputed amounts that are remitted more than thirty (30) days late in their entirety. If Client fails to pay Veris the Fees when due, then, in addition to all other remedies available under these Terms and Conditions, an Order Form, or at law, Veris may immediately suspend the Services or terminate these Terms and Conditions and any Order Form. Client shall make all payments to Veris through automated clearing house (“**ACH**”) transfers from Client’s designated operating account directly to Veris or other mutually agreed payment method. If applicable, Client hereby agrees to execute and deliver to Veris an authorization agreement for direct payments whereby, among other things, Veris shall be authorized to initiate ACH transfers from Client’s designated operating account to Veris in the amounts required or permitted under an Order Form.

c. Taxes. The charges for all Services are exclusive of any state, local, or otherwise applicable sales, use, or similar taxes. If any such taxes are applicable, they shall be charged to Client’s account. Client is not responsible for any taxes charged on Veris’s income.

4. Compliance with Law. Each Party shall comply with, and cause its employees who access the Services to comply with, laws and regulations applicable to such Party in all material respects. Each Party is solely responsible for its own compliance obligations. Veris expressly disclaims that the Services are, and no Services shall be deemed to be, regulatory, compliance, legal, retirement fund/plan, ERISA or tax advice, counsel or opinion.

5. Security.

a. Veris Data Security Controls. Veris shall maintain data privacy and security controls that are designed to protect the security of the Services and the data in Veris's control including, without limitation, physical, network, application security and development, and data leakage prevention.

b. Business Continuity. Veris shall maintain business continuity and disaster recovery policies and procedures and shall annually test such policies ("**Business Continuity Plan**"). Veris shall reasonably remediate findings identified in such test. Upon request and subject to the obligations of confidentiality set forth in these Terms and Conditions, Veris shall deliver the Business Continuity Plan and annual test results described in this subsection to Client.

c. Production Data Maintained in the U.S. Veris shall maintain the production data in the applications used to provide the Services within the United States of America at all times.

d. Security Requirements. Each Party acknowledges that the information entered into and/or accessed through the Services may include personally identifiable information as that term is defined by applicable laws, rules, and/or regulations ("**PII**") PII. Accordingly, each Party (as applicable) shall (i) use commercially reasonable measures to restrict access to Services and the information contained therein to those employees who have a need to know as part of their official duties; (ii) take commercially reasonable measures to prevent unauthorized access to, or use of, the Services or data received therefrom, whether in electronic form or hard copy, by any person or entity; and (iii) with respect to Client, unless otherwise required by law or pursuant to a Party's policies, purge all bulk information received through the Services, whether stored electronically or on hard copy by a Party, within ninety (90) days of initial receipt in order to prevent such bulk data from being made into a competing product with the Services. Client is a data owner with respect to Client Confidential Information, and Veris acts as a service provider or data processor/collector, as those terms are defined under applicable privacy laws. Client shall submit to Veris only the data fields (including but not limited to PII) requested in the applicable Order Form ("**Minimum Necessary Data**"). Client shall not provide to Veris any information related to individuals (A) residing outside of the United States, or (B) under the age of eighteen (18) (together (A) and (B) are the "**Out-of-Scope Data**"). Client accepts any and all risk, regardless of whether or not Client knew of the risk, including but not limited to Security Events, arising from or related to (x) Client's provision of Out-of-Scope Data or non-Minimum Necessary Data to Veris, and (y) additional data elements requested by Client to be made available in the Services beyond the then-standard data in the Services (for example, where Client requests to include a policy number). Each Party will implement policies and procedures to prevent unauthorized use of its user IDs (where such user IDs permit access to the other Party's systems or applications or data (as applicable)) ("**User IDs**"), in connection with the Services. The designated administrator of Client's

account with Veris shall be solely responsible for appropriate use, access and protection of User IDs. Each Party will promptly notify the other Party, in writing if such Party reasonably suspects or confirms that one of its User IDs has been (1) lost, stolen, compromised, misused or used, accessed, (2) acquired in an unauthorized manner or by any unauthorized person, or (3) used for any purpose other than legitimate business reasons.

e. Security Event. If the Services include PII, the following shall apply: upon unauthorized acquisition of or access to such PII, including but not limited to that which is due to use by an unauthorized person or due to unauthorized use (a "**Security Event**"), then the Party discovering the Security Event shall promptly notify the other Party. In the event of a Security Event, the Party whose data is subject to the Security Event, where the Security Event was caused by the other Party, may take immediate action, including termination of these Terms and Conditions and any Order Form.

6. Licenses.

a. Restricted Data License Grant. Client understands that the data Veris discloses in the Services may include data from third-party data providers, including but not limited to government and commercial data sources ("**Third-Party Data**"). Veris's ability to license Third-Party Data to Client under an Order Form is subject to the restricted license granted to Veris by such Third-Party Data providers. Veris hereby grants to Client a non-exclusive, nontransferable, restricted license to use the Services set forth in an Order Form solely for Client's own internal business purposes subject to the applicable Flow Down Obligations (defined below in Section 17) and Restrictions on Use (as defined below) (collectively, the "**Restricted Data License Grant**"). If Client is a third-party administrator and discloses such status on the Order Form ("**TPA**"), then Client may disclose the data in the Services to its TPA customers identified on the applicable Order Form ("**Client's Customers**"). Such disclosure may only be in the course of providing TPA services, provided that Client's disclosure to the applicable Client's Customer shall require such Client's Customer to comply with the Restricted Data License Grant and use the data included in the Services solely for internal business purposes. Client shall be responsible and liable for Client's Customers' compliance with these Terms and Conditions and use of the data disclosed in the Services, including but not limited to, compliance with the Restricted Data License Grant (as if Client's Customer were Client). If Client or Client's Customer breaches the terms and conditions of this Section 6.a., Veris may terminate the Restricted Data License Grant set forth herein.

b. Restrictions on Use. Client represents and warrants that ("**Restrictions on Use**"):

i. Client has the right to disclose the data disclosed by Client to Veris under an Order Form, and Client has the right to receive the data disclosed by Veris to Client under an Order Form.

ii. All of Client's use of the Services shall be for only legitimate business purposes relating to its business and as otherwise governed by these Terms and Conditions.

iii. Client shall not use the Services for marketing purposes or resell or broker the Services to any third-party and shall not use, and shall prevent its users from using, the Services for personal (non-business) purposes.

iv. Client shall not use the Services to provide data processing services to third-parties or evaluate the data of or for third-parties, without Veris's prior written approval.

v. Client shall not access the Services from Internet Protocol addresses located outside of the United States and its territories without Veris's prior written approval.

vi. Client shall not use the Services to create a competing product.

vii. Client shall not use the data it receives under these Terms and Conditions or any Order Form for a Prohibited Medical Segment Use, and Client shall not directly or indirectly resell the data it receives under these Terms and Conditions or any Order Form to any Person for a Prohibited Medical Segment Use. For purposes of this subsection vii.: "**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity; and "**Prohibited Medical Segment Use**" means (A) the use of the data by a biopharma, life sciences or biotech firm ("**Bio Firms**") to perform or provide research, data, analysis or related support for the development, commercialization, marketing, approval or reimbursement of pharmaceutical and medical devices and (B) the direct or indirect sale by data aggregators of research datasets to Bio Firms which will be used to perform research, analysis or related support for the development, commercialization, marketing, approval or reimbursement of pharmaceutical and medical devices. The restrictions in this subsection vii. shall survive termination of these Terms and Conditions.

c. Additional Terms Related to the Restricted License. Client agrees that, if Veris determines or reasonably suspects that Client is violating any provision of these Terms and Conditions, Veris may take immediate action, including, without limitation, terminating the delivery of, and the license to use the Services. Veris may at any time mask or cease to provide Client access to any Services or portions thereof which Veris may deem, in Veris's sole discretion, to be sensitive or restricted information (subject to the third sentence of Section 2).

d. Client Licenses to Veris.

i. Client hereby grants Veris a license to process data and other information, including Client's Confidential Information (as defined below) as applicable, provided

by Client to Veris and to disclose such data to its affiliates and vendors to process such data or to perform or improve Veris's Services.

ii. Without limiting the confidentiality obligations set forth in Section 7.b., Client hereby grants Veris a license to use Client's Confidential Information (including but not limited data and information provided by Client to Veris under an Order Form) for internal, statistical, and analytical purposes.

iii. Client hereby grants Veris a worldwide, perpetual, irrevocable, royalty free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Client or its users relating to the Services (each, a "**Submission**"). Veris shall not be required to compensate Client for any such Submission.

e. Deliverables. Client shall own all right and title to the reports (the "**Deliverables**"), if any, delivered by Veris, (i) subject to the Restricted Data License Grant set forth in this Section 6, (ii) subject to Veris's rights to the underlying data that it provides (as set forth in Section 7.a.) that might be included in the Deliverables, and (iii) excluding Veris IP (as defined below). To the extent Veris IP is incorporated into a Deliverable, Veris hereby grants Client a nontransferable, nonsublicenseable, fully paid up, limited license to use Veris IP solely for internal business purposes and subject to these Terms and Conditions. If Client is a TPA, Client may disclose Veris IP to the applicable Client's Customer set forth on an Order Form, provided that Client's disclosure to such Client's Customer shall be solely for Client's Customer internal business purposes. If Client or Client's Customer breaches the terms and conditions of this Section 6.e., Veris may terminate the license to Veris IP granted herein.

7. Intellectual Property; Confidentiality.

a. Intellectual Property Rights. Each Party agrees that it shall not reproduce, retransmit, republish, or otherwise transfer for any commercial purposes the other Party's information, or with respect to Client, Veris's Services, programs or computer applications. Each Party acknowledges that such Party (and/or its Third-Party Data providers) shall retain all right, title, and interest under applicable contractual, copyright, patent, trademark, Trade Secret (as defined below) and related laws in and to the data and information that it provides, and with respect to Veris, Veris (and/or its Third-Party Data providers) shall retain such rights, title and interest in the Services. Each Party shall use such materials in a manner consistent with the other Party's interests and the terms and conditions herein, and shall notify the other Party of any threatened or actual infringement of a Party's rights. For clarity, as between the Parties, Veris maintains all right, title, and interest to and in of all of its software, source code, object code, systems, services, data, Death Matching processes and results therefrom made in its applications or systems or confirmed through Veris's business processes, and forms of Deliverables (including but not limited to all components, modifications and derivations thereof) that Veris offers to its customers

generally (“**Veris IP**”), and Veris expressly reserves all rights not expressly granted to Client in these Terms and Conditions.

b. Confidentiality. Client and Veris acknowledge that they each may have access to confidential information of the disclosing Party (“**Disclosing Party**”) relating to the Disclosing Party’s business including, without limitation, PII, technical, financial, strategies and related information, computer programs, algorithms, know-how, processes, ideas, inventions (whether patentable or not), schematics, Trade Secrets (as defined below) and other information (whether written or oral), and in the case of Veris’s information, product information, product development plans, forecasts, proposals, cost and pricing information, data contained in Services, vendor assessment materials, policies and procedures, descriptions of technical controls and other business information (“**Confidential Information**”). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the Receiving Party (as defined below)) generally known to the public; (ii) was in the Receiving Party’s possession or known by it prior to receipt from the Disclosing Party; (iii) was lawfully disclosed to Receiving Party by a third-party and received in good faith and without any duty of confidentiality by the Receiving Party or the third-party; or (iv) was independently developed without use of any Confidential Information of the Disclosing Party by employees of the Receiving Party who have had no access to such Confidential Information. “Trade Secret” shall be deemed to include any information which gives the Disclosing Party an advantage over competitors who do not have access to such information as well as all information that fits the definition of “trade secret” set forth in applicable law. Each receiving Party (“**Receiving Party**”) agrees not to divulge any Confidential Information or information derived therefrom to any third-party (except as set forth in these Terms and Conditions) and shall protect the confidentiality of the Disclosing Party’s Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the Receiving Party shall give the Disclosing Party prompt written notice of such subpoena, court order or other governmental authority so as to allow the Disclosing Party to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. Each Party’s obligations with respect to Confidential Information shall continue for the term of these Terms and Conditions and for a period of five (5) years thereafter, provided however, that with respect to Trade Secrets, each Party’s obligations shall continue for so long as such Confidential Information continues to constitute a Trade Secret.

c. Government Clients. If Client is a government entity or is otherwise subject to a federal, state, or local freedom of information act or similar statute or regulation (“**Public Records Laws**”), then Client agrees that the confidentiality obligations of

these Terms and Conditions prevent Client from disclosing the Services (and data included therein) in response to a Public Records Laws request.

8. Warranties/Limitation of Liability.

a. Disclaimer of Warranties. **Client accepts all information “AS IS.”** Client acknowledges and agrees that Veris obtains data from third-party sources, which may or may not be completely thorough and accurate, and that Veris does not make and hereby disclaims any warranty, express or implied, with respect to the Services. **Veris does not guarantee or warrant the correctness, currentness, completeness, merchantability, or fitness for a particular purpose of the Services or information provided therein, including but not limited to those warranties that might be implied from a course of dealing, course of performance or trade usage.** Due to the nature of public record information, the public records and commercially available data sources used in the Services may contain errors. Source data is sometimes reported or entered inaccurately, processed poorly or incorrectly, and is generally not free from defect. Veris’s Services are not the source of data, nor are they a comprehensive compilation of the data. Veris’s Services may contain links to third-party websites not under Veris’s control or operation. Veris may provide any such links only as a convenience, and Veris does not endorse, is not responsible for, and does not have control over the contents of any linked website or any link contained within a linked website. Use of third-party content on a linked website may be subject to such third-party’s terms and conditions. Client accepts all risk of clicking on a linked website and is solely responsible for its use of content contained on any such linked website. For certain Services, Veris’s personnel use proprietary methods to determine whether death data from multiple sources is relevant to a particular individual (“**Death Matching**”) and because of the inherent limitations in the data relied upon, Veris shall not be responsible or liable for any inaccurate or incomplete Death Matching. Death Matching is an analysis attributable to Veris and does not represent a finding or conclusion on behalf of Veris’s data sources. Client shall not rely on Veris for the accuracy or completeness of information supplied through the Services. Before relying on any data, Veris recommends that such data should be independently verified.

b. Limitation of Liability. Neither Veris, nor its affiliates, vendors and Third-Party Data providers, shall be liable to Client for any costs, claims, third-party claims, demands, damages, losses, liabilities or attorneys’ fees and costs (collectively, “**Losses**”) arising out of, related to, or caused in whole or in part by Veris’s acts or omissions in procuring, compiling, collecting, reporting, communicating, interpreting, delivering, storing, or otherwise performing the Services (collectively, “**Performance**”) and whether arising in contract or in tort. If, notwithstanding the foregoing, liability can be imposed on Veris, then Client agrees that **Veris’s aggregate liability for any and all Losses arising out of or related to any act or omission of Veris in connection with anything to be done or furnished under these Terms and Conditions, or related thereto, regardless of the cause of the**

Loss, and regardless of the nature of the legal or equitable right claimed to have been violated, shall never exceed the Fees paid by Client to Veris in the twelve (12) months immediately prior to the incident giving rise to the applicable liability; and Client covenants and promises that it will not sue Veris for an amount greater than such sum even if Client and/or third-parties were advised of the possibility of such damages and that it will not seek punitive damages in any suit against Veris. In no event shall Veris be liable to Client for any indirect, incidental, or consequential damages, arising out of, related to, or caused in whole or in part by Veris's Performance. The limitations of liability set forth in this Section 8.b. shall not apply to damages for Veris's willful misconduct or fraud.

c. Limitation of Liability for Supplementary Addendums. Notwithstanding anything to the contrary in a business associate agreement, privacy or security exhibit, or other supplementary addendums or writings between the Parties ("**Supplementary Addendums**"), the limitation of liability set forth in Section 8.b. apply to any Supplementary Addendum entered into by Client and Veris, whether dated before or after the applicable Order Form. In the event of a conflict between these Terms and Conditions and the Supplementary Addendum regarding limitation of liability, these Terms and Conditions prevail.

9. Indemnification.

a. General Indemnification by Client. Client hereby agrees to protect, indemnify, defend, and hold harmless Veris from and against any and all third-party Losses arising from or related to, or asserted by (i) data subjects or data owners, including but not limited to participants, pensioners, beneficiaries, policy owners, insureds, annuitants, plan sponsors, legal representatives, benefits administrators, Client's affiliates, subsidiaries or service providers, or Client's Customers; or (ii) regulators or government authorities.

b. Indemnification Procedures. A Party seeking indemnification (the "**Indemnified Party**") under these Terms and Conditions must (i) promptly give written notice of any claim to the other Party (the "**Indemnifying Party**") and (ii) provide any assistance which the Indemnifying Party may reasonably request for the defense of the claim. The Indemnifying Party has the right to control the defense or settlement of the claim; provided, however, that the Indemnified Party shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense.

10. Term. The term of these Terms and Conditions shall begin on the effective date of the applicable Order Form and continue until there are no Order Form(s) in effect.

11. Audit and Review Rights.

a. From time to time, upon reasonable advance notice, Veris shall provide Client or its designee with access to the locations from which the Services are being performed, and all data and records relating to the Services for the purpose of performing audits or inspections (i) to comply with regulatory requirements or requests by regulators, (ii) to determine if the Services are in compliance with the terms of the Terms and Conditions, and (iii) to determine the accuracy of the charges. Upon request, Veris will provide Client with its standard vendor due diligence materials. Client may request that Veris complete Client's vendor due diligence questionnaires, assessments or audits and Veris's completion or participation in the completion of such questionnaires, assessments or audits shall be at Client's expense and subject to the confidentiality obligations of these Terms and Conditions.

b. Veris may perform reasonable reviews of Client's compliance with these Terms and Conditions by providing prior written notice to Client, and Client shall reasonably cooperate with such review. Such reviews shall occur during Client's normal business hours, at Veris's expense, and no more than once per year, unless otherwise more frequently required by a data provider, regulator, or other third-party.

12. Maintenance of Records. Client shall be responsible for maintaining all records related to the Services. Veris does not provide record-keeping services. Veris shall not be obligated to retain Client's data (including but not limited to Client's Confidential Information and PII) and may delete Client's data, in accordance with Veris's data destruction policy, after completion of the Services provided as applicable to the specific data. Neither Veris, nor its affiliates, vendors, and Third-Party Data providers, shall be liable to Client for any Loss arising out of, related to, or caused in whole or in part by Veris's deletion of data or the Services provided with respect to such data as set forth in this section.

13. Background Checks. Each Party shall require background checks of employees or users who access Client's data (with respect to Veris) and the Services (with respect to Client).

14. Insurance. Veris shall maintain, at all times during the term of these Terms and Conditions the insurance policies described herein with carriers rated no less than "A" by AM Best. Veris shall deliver certificates of insurance to Client upon request. As of the date hereof, Veris maintains the following insurance coverages (with carriers rated at least A X):

a. All worker's compensation insurance coverages required by federal, state or local law;

b. Commercial general liability insurance with a limit of two million dollars (\$2,000,000) in the aggregate;

- c. An umbrella policy with a limit of five million dollars (\$5,000,000) in the aggregate that is in excess of coverage provided under Veris's general liability insurance;
- d. Errors & omissions insurance with total limits of twenty million dollars (\$20,000,000) in the aggregate;
- e. Cyber liability and technology errors & omissions insurance in a limit of five million dollars (\$5,000,000) in the aggregate; and
- f. Commercial crime insurance with a limit of five million dollars (\$5,000,000) in the aggregate.

Upon Client's written request, Client shall be an additional insured with a waiver of subrogation on the general liability insurance described under Section 14.b. above.

Where Veris provides distribution management, treasury management or uncashed checks services to Client, Client shall include Veris, its affiliates and their respective directors, officers, contractors, and employees under Client's ERISA fidelity bond.

15. Survival of Terms and Conditions; Statute of Limitations. Provisions hereof related to fees and taxes (to the extent payment obligations remain) (Section 3); security event (Section 5.e.); licenses (Section 6); intellectual property and confidentiality (Section 7); warranties and limitation of liability (Section 8); indemnification (Section 9); audit rights (Section 11 for three years); maintenance of records (Section 12); survival (Section 15); Third-Party Data provider obligations (Section 17); privacy principles (Section 18); CCPA and Data Protection Laws (Section 19); governing law and forum (Section 28); miscellaneous (Section 29); no third-party beneficiaries (Section 30); non-fiduciary status (Section 31); and retirement plan participants (Section 32) shall survive any termination of these Terms and Conditions or any Order Form. Client must file any Action, whether arising in contract or in tort, no later than the earlier of (a) twelve (12) months after delivery of the specific Services related to the event giving rise to the Action or (b) the termination of these Terms and Conditions. Client hereby waives the right to file any Action under any longer statute of limitations. "**Action**" shall mean any claim, demand, request, claim for indemnity, lawsuit, or proceeding arising out of (whether directly or indirectly) these Terms and Conditions or an Order Form, Services provided hereunder or thereunder, or the Parties' relationship generally.

16. Employee Training. Each Party shall train its employees on the obligations under these Terms and Conditions prior to allowing access to Services. In addition, as of the date hereof, Veris requires the following training of its employees on an annual basis: US data privacy and security, information security, and HIPAA.

17. Third-Party Data Provider Obligations.

a. Third-Party Flow Down Requirements. Client understands that Veris obtains Third-Party Data from third-party data providers that require Veris to flow-down certain obligations as available on Veris's website (at <https://veris.info/Veris3rdPartyDataTerms.pdf> and <https://veris.info/VerisDMFDataTerms.pdf>) (the "**Flow Down Obligations**"). The Flow Down Obligations (as amended from time to time and made available at the URLs listed above) are hereby incorporated by reference to the extent applicable to the Services.

b. Client Credentialing.

i. Client acknowledges that Veris is required to credential Veris's clients prior to permitting access to the Services. Client represents and warrants that the information about Client (A) on an Order Form or (B) provided during the credentialing process or in connection with the purchase of Services under an Order Form (the "**Client Credentialing**") is accurate and complete in all material respects. The Client Credentialing is hereby incorporated by reference. Veris may be required to disclose Client's information related to the Client Credentialing to Veris's Third-Party Data provider(s), and Client hereby consents to such disclosure.

ii. Client shall notify Veris immediately of any changes to the information on an Order Form or the Client Credentialing, and Veris may terminate these Terms and Conditions if such changes are material as reasonably determined by Veris. Client is required to promptly notify Veris of a change in ownership of Client's company, any change in the name of Client's company, and/or any change in the physical address of Client's company. Furthermore, Client acknowledges and agrees that, as part of the credentialing process, Client's credit report(s) may be requested by Veris in accordance with Federal Fair Credit Reporting Act from one (1) or more consumer reporting agencies. Upon Client's request, Client will be informed of whether any credit report was requested, and the name and address of the credit reporting agency that furnished the report to Veris.

18. Privacy Policy With respect to PII regarding consumers, Veris's privacy policy ("**Policy**") recognize the importance of appropriate privacy protections for consumer data. The Policy (which may be modified from time to time) are available at <https://veris.info/VerisDataPrivacyPolicy.pdf>. Client agrees that Client (including its directors, officers, employees or agents) will comply with Client's own comparable privacy principles, policies, or practices, or if none, then Client will comply with the Policy.

19. California Consumer Privacy Act and Data Protection Laws. To the extent the California Consumer Privacy Act of 2018 (codified at Cal. Civ. Code § 1798.100 et seq.), as amended, and all regulations and judicial opinions issued related thereto ("**CCPA**") or other United States laws, rules, regulations, decrees, orders or other mandates applicable to the protection or processing of personal information, including the CCPA and others as may be applicable (collectively, "**U.S. Data Protection Laws**") apply to each Party, the Parties hereby incorporate by reference

the U.S. Data Protection Laws addendum (which may be modified from time to time) available at <https://veris.info/VerisDataProtectionTerms.pdf>.

20. Consents. Client represents and warrants that it has obtained all required consents, approvals, permits, or authorizations required for its engagement of Veris to perform the Services.

21. Veris Reporting Platform. Veris uses proprietary applications that are used to provide services to Veris's clients (the "**Veris Reporting Platform**"). As between the Parties, Veris maintains all ownership rights with respect to the Veris Reporting Platform. During the term of these Terms and Conditions and any Order Form, Client and its authorized users (as identified in an end user agreement or requested in writing to be permitted access from time to time) shall have the right to access and use the Veris Reporting Platform solely for Client's own internal business purposes as permitted by the then current functionality of the Veris Reporting Platform and as necessary to use the Services. Client shall be responsible for its authorized users use of the Services and compliance with these Terms and Conditions and any Order Form. Client shall not, and shall ensure its users shall not, (a) cause any code, files, scripts, agents or programs intended to do harm, including, for example viruses, worms, time bombs and Trojan horses, or other harmful code to be entered into the Veris Reporting Platform, (b) interfere with or disrupt the integrity or performance of the Services or the Veris Reporting Platform, (c) attempt to gain unauthorized access to the Veris Reporting Platform, or Veris's systems or networks, or (d) copy any part, feature, function or user interface of the Veris Reporting Platform.

22. Publicity. Without Veris's written consent, Client will not (a) name Veris or refer to its use of the Services in any press releases, advertisements, promotional or marketing materials, or (b) make any other third-party disclosures regarding Veris or Client's use of the Services. Notwithstanding the foregoing, a business referral in the ordinary course shall not be deemed to violate this Section 22.

23. Relationship of the Parties. Neither Party shall, at any time, represent that it is the authorized agent or representative of the other Party. Veris provides the Services solely as an independent contractor of Client.

24. Notices. All demands, notices, reports, and/or communications under these Terms and Conditions shall be in writing and shall be deemed to have been duly given if delivered in person, or duly sent by overnight mail, postage prepaid, to such Party at the address set forth below, or such other address as shall be designated by such person in a written notice to the other Party to these Terms and Conditions, or if to Client, (a) electronically to the electronic mail address (i) included in the Client Credentialing or (ii) of active users of Veris's systems, (b) by secure website designated by such Party, or (c) at the address specified on the applicable Order Form.

If to Veris:

Security Software Solutions, LLC
Attn: Legal Notice
2 Summit Park Dr., Ste 610
Independence, OH 44131

With copies to: legal@longevity.inc

25. Updates to Terms and Conditions. By receipt of the Services, Client agrees to, and shall comply with, changes to the Flow Down Obligations Principles or U.S. Data Protection terms, changes in pricing, and changes to other provisions of these Terms and Conditions as Veris shall make from time to time (“**Updates**”) with notice to Client via e-mail, by posting on Veris websites, through the Services, online “click wrap” amendments, facsimile, mail, invoice announcements, or other written notification. Veris may, at any time, impose restrictions and/or prohibitions on Client’s use of the Services or certain data (“**Restrictions**”). Client understands that such Updates or Restrictions in access may be the result of a modification in Veris policy, a modification of third-party agreements, a modification in industry standards, a Security Event or a change in law or regulation, or the interpretation thereof. Upon notification by Veris of any Update or Restriction (with notice as set forth in the first sentence of this Section 25), Client agrees to comply with such Update or Restriction; provided, that Client may terminate these Terms and Conditions within thirty (30) days of receiving notice of a material Update or Restriction from Veris.

26. Force Majeure. The Parties will not incur any liability to each other or to any other party on account of any loss or damage resulting from any delay or failure to perform all or any part of these Terms and Conditions (except for payment obligations) to the extent such delay or failure is caused, in whole or in part, by events, occurrences, or causes beyond the control, and without the negligence of, the Parties. Such events, occurrences, or causes include, without limitation, acts of God, telecommunications outages, Internet outages, power outages, any irregularity in the announcing or posting of updated data files by the applicable agency, strikes, lockouts, riots, acts of war, floods, earthquakes, fires, pandemics, and explosions.

27. Entire Terms and Conditions. Except as otherwise provided herein, these Terms and Conditions constitute the final written agreement and understanding of the Parties and is intended as a complete and exclusive statement of the terms of the agreement, which shall supersede all other representations, agreements, and understandings, whether oral or written, which relate to the use of the Services and all matters within the scope of these Terms and Conditions. Without limiting the foregoing, the provisions related to confidentiality and exchange of information contained in these Terms and Conditions shall, with respect to the Services and all matters within the scope of these Terms and Conditions supersede any separate non-disclosure or confidentiality agreement that is or may in the future be entered into by the Parties hereto. Any new, other, or different terms supplied by Client beyond the terms contained herein, including those contained in purchase orders or confirmations issued by Client, are specifically and expressly rejected by Veris

unless Veris agrees to them in a signed writing specifically including those new, other, or different terms. The terms contained herein shall supersede and govern in the event of a conflict between these terms and any new, other, or different terms in any other writing.

By entering into these Terms and Conditions, Client terminates any agreements it has previously entered with Security Software Solutions, LLC, an Arizona limited liability company ("Veris Arizona") with respect to Services set forth in an Order Form, or similar services previously provided by Veris Arizona. These Terms and Conditions can be executed in counterparts and faxed signatures, electronic signatures, or click agreements will be deemed originals.

28. Governing Law; Forum. THESE TERMS AND CONDITIONS SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF DELAWARE, WITHOUT REFERENCE TO ITS CONFLICTS OF LAWS PROVISIONS, AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES UNDER THESE TERMS AND CONDITIONS SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS. ALL DISPUTES ARISING OUT OF OR RELATED TO THESE TERMS AND CONDITIONS WILL BE ADJUDICATED EXCLUSIVELY IN THE STATE OR FEDERAL COURTS LOCATED IN THE STATE OF DELAWARE.

29. Miscellaneous. If any provision of these Terms and Conditions or any exhibit shall be held by a court of competent jurisdiction to be contrary to law, invalid or otherwise unenforceable, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and in any event the remaining provisions of these Terms and Conditions shall remain in full force and effect. The headings in these Terms and Conditions are inserted for reference and convenience only and shall not enter into the interpretation hereof.

30. No Third-Party Beneficiaries. These Terms and Conditions will inure to the benefit of and be binding upon the Parties to these Terms and Conditions, and their respective successors and permitted assigns, and no other person or entity (including any other person or entity with a direct or indirect interest in any pension, annuity, insurance policy, benefit plan, or other similar plans or policies) will have any right, remedy or obligation under these Terms and Conditions. The Parties agree that participants, pensioners, beneficiaries, policy owners, insureds, annuitants, legal representatives, benefits administrators, and any other similar persons or entities are not third-party beneficiaries to these Terms and Conditions, and that neither Party will claim such to be a third-party beneficiary. Notwithstanding the foregoing, solely with respect to Section 27 above, Security Software Solutions, LLC, an Arizona limited liability company, is a third party beneficiary of this Agreement and any Order Form hereunder.

31. Non-Fiduciary Status. Client agrees that Veris is performing only ministerial services at the direction of Client on behalf of Client and plan sponsors that Client is servicing as a TPA (“**Plan Sponsors**”) under these Terms and Conditions or any Order Form. Client represents that the ministerial services to be rendered by Veris under these Terms and Conditions or any Order Form are consistent with the procedures and terms of the plans for which Client has engaged Veris to perform Services. Accordingly, Client, on behalf of itself and the Plan Sponsors, further agrees that Veris is not intended to be a fiduciary, nor is it intended that Veris have the requisite authority or control, to perform any services or functions which could cause Veris to become a fiduciary, as defined in either (a) the Employee Retirement Income Security Act of 1974, as amended, (“**ERISA**”) of any retirement plan or (b) any other applicable law. Furthermore, Client, on behalf of itself and the Plan Sponsors, agrees that Veris shall not be obligated to perform any services or to take any actions which, in Veris’s reasonable judgment, would cause Veris to be treated as a fiduciary under ERISA or any other applicable law, nor shall Client request that Veris perform such actions. Client hereby agrees to protect, indemnify, defend, and hold harmless Veris from and against any and all third-party Losses arising from a claim, suit, action or other proceeding resulting from or relating to Veris being deemed a fiduciary of Client’s or its customers’ retirement, benefit or other plans.

32. Retirement Plan Participants. This Section 32 shall apply to distribution management, treasury management, and uncashed checks services. Client, on behalf of itself and the Plan Sponsors, represents that the participants with respect to whom Veris will be performing the Services are participants in a retirement plan maintained by Client or a Plan Sponsor which intends that such retirement plan satisfies in form and in operation the requirements for being a tax-qualified retirement plan under the Internal Revenue Code of 1986, as amended. Client, on behalf of itself and the Plan Sponsors, further understands and acknowledges that the accuracy of the foregoing representation is a condition precedent to Veris performing the Services under these Terms and Conditions or any Order Form. Client, on behalf of itself and the Plan Sponsors, represents that all funds distributed to Veris in connection with the Services have been reported by Client or the Plan Sponsors on Form(s) 1099.

Last Updated: 4/22/24