

End User Service Agreement

FICO® Enterprise Security Suite

This End User Service Agreement ("**Agreement**") is a legal agreement between you (either individually or a single entity ("**Client**") and Fair Isaac Corporation, or any of its affiliates, including but not limited to any company that controls, is controlled by or is under common control with Fair Isaac Corporation, or any successor company, from whom the Fair Isaac Product is licensed or to whom this Agreement is assigned (collectively, "**Fair Isaac**"), for the FICO® Enterprise Security Suite including the FICO® Cyber Risk Score product(s), any accompanying standard user documentation ("**Documentation**") and included materials (collectively, the "**Fair Isaac Product**").

This Agreement grants only a one year license subscription to the Fair Isaac Product which is effective upon the date Fair Isaac first delivers you a logon ID and password to access the Fair Isaac Product and which will automatically terminate three hundred and sixty-five (365) days thereafter. PLEASE READ THE TERMS OF THIS AGREEMENT CAREFULLY BEFORE YOU ACCESS OR USE.

This Agreement governs the rights and obligations of Client and Fair Isaac with respect to Client's use of the FICO Product as further detailed herein. The parties agree as follows:

1. DEFINITIONS. All definitions used in this Agreement apply to both their singular and plural forms, as the context may require.

"Confidential Information" means financial and/or business information of the Discloser, regardless of the form or manner in which the information is disclosed or learned, including, but not limited to, marketing and product plans, ideas, concepts, business plans, financial condition, employees and employee information, inventions, algorithms, decision technology and/or models, processes, designs, specifications, drawings, samples, improvements, developments, applications, engineering, manufacturing and marketing data and plans, software code (object and source), documentation (including without limitation manuals, training materials, and presentations), and functionality, security procedures and approaches, know-how, experimental work, distribution arrangements and trade secrets, and/or ideas. Confidential Information does not include any information that Discloser can demonstrate: (a) is legally in Discloser's possession at the time of disclosure other than pursuant to this Agreement; (b) is or becomes part of the public knowledge, not as a result of any action or inaction of Discloser; (c) is approved for release by written authorization of Recipient; (d) is independently developed by Discloser with no access to or knowledge of Recipient's Confidential Information; or (e) is received from a third party that is legally in possession of such Confidential Information and who is not bound by obligations of confidentiality and non-disclosure.

"Discloser" means a party that discloses or provides Confidential Information pursuant to this Agreement.

"Documentation" means any technical manuals and/or instructions and/or user information without limitation the guides and other documentation which accompany the FICO Product and which contain technical specifications, as may be amended from time to time. Documentation also includes any reports (including Fair Isaac proprietary scores), and/or resulting Documentation involved in use of the FICO Product. Documentation is Fair Isaac's Intellectual Property.

"FICO Cyber Risk Score" means a Fair Isaac proprietary security risk score based on website data, IP address data, and other information generated or procured by Fair Isaac.

"FICO Cyber Risk Score - Portrait" means the FICO Product that enables a Client to measure, monitor and respond to the Client's security posture and risk of the Client's own network. FICO Cyber Risk Score - Portrait provides Client detailed information on the Client's threat profile characteristics and insights into the Client's potential security risks.

"FICO Cyber Risk Score -Landscape" means the FICO Product that enables a Client to obtain the Cyber Risk Score of any organization. FICO Cyber Risk Score – Landscape provides Clients with high-level risk assessments, current threat profile characteristics and insights into potential security risks for organizations.

"FICO Portal" means the FICO hosted website on which Client can access and use the FICO Cyber Risk Score, the FICO Cyber Risk Score - Portrait, and the FICO Cyber Risk Score - Landscape products.

"FICO Product" means the FICO Cyber Risk Scores, along with FICO Cyber Risk Score - Portrait and/or FICO Cyber Risk Score - Landscape, accessed through the FICO Portal.

"Intellectual Property" or "Intellectual Property Rights" means all or any of the following in any country worldwide, whether or not filed or registered: (i) patents, (ii) copyrights, (including moral rights and author's rights); (iii) database rights; (iv) know-how or trade secrets, whether or not developed or reduced to practice; (v) industrial designs (including utility models); (vi) trademarks, service marks, logos, internet addresses (URLs), and the goodwill associated with them; (vii) rights of publicity; and (viii) any other proprietary rights relating to intangible property anywhere in the world.

"Intended Purpose" means Client's permitted use of the FICO Product which is solely for Client's internal use and only for the following authorized purposes:

- to understand and/or remediating Client's own security risks,
- to compare Client's security risks to those of peer groups,
- to understand the security risks of Client's suppliers and business partners, including prospective suppliers and partners otherwise under active consideration,
- to Compare the security risks of Client's suppliers and partners, including prospective suppliers and partners under active consideration, with peers of the same suppliers or partners,
- to engage with Client's current and/or prospective suppliers and business partners to discuss their security risks.

"Recipient" means a party that receives Confidential Information of Discloser pursuant to this Agreement.

2. CONFIDENTIAL INFORMATION.

2.1 Protection of Confidential Information. Neither party shall use nor make copies of the Confidential Information other than to carry out the activities authorized and the purposes for which such Confidential Information was disclosed, unless such other use is required by law or legal process. Each Recipient shall: (a) maintain in confidence the Confidential Information of Discloser and not use that Confidential Information other than as necessary to carry out the purpose hereunder; (b) not disclose any Confidential Information of Discloser to any person except Recipient's or its affiliates' and subsidiaries' employees and/or independent contractors who have a need to know and who are bound by written obligations of confidentiality no less restrictive than the terms of this Agreement; (c) treat Confidential Information of Discloser with the same degree of care that Recipient accords its own Confidential Information, but in no case with less than reasonable care; and (d) not disclose to any person (other than as permitted in this Agreement) the fact that Confidential Information has been made available, the contents and existence of this Agreement, that negotiations or discussions are taking place, or any terms, conditions, or status of those negotiations or discussions. The term "person" as used in this Agreement is to be broadly interpreted to include, without limitation, any corporation, company, partnership, or individual.

2.2 Confidential Information and Termination. Upon termination of this Agreement or the termination of the relationship between the parties, each party shall, at either party's request and at either party's option, either return all Confidential Information to either party or destroy such Confidential Information in a manner that is mutually acceptable by the parties.

2.3 Injunctive Relief. The parties acknowledge that the remedies at law available for the protection of Confidential Information or Intellectual Property may be inadequate, and, without limiting any rights available at law, each party is entitled to seek injunctive relief for any breach of this Agreement relating to the protection of its Confidential Information or Intellectual Property Rights.

3. License Terms.

3.1 License of the Fair Isaac Product. Subject to the terms and conditions of this Agreement, Fair Isaac hereby provides Client, effective during the Term, a personal, non-exclusive, non-transferable, non-sublicenseable, limited right to access and use the FICO Product via the FICO Portal, together with the Documentation only by authorized users of Client; only in the ordinary course of Client's internal business; and solely for the Intended Purpose.

3.2 Limitation of Use. Client agrees it will not utilize the FICO Product for Client marketing, Client sales, to negotiate with other parties, and/or for any non-internal business purpose. Client will refrain from using the FICO Product for benchmarking or comparison purposes except for internal business purposes only. The FICO Product and Documentation are for Client's internal use only. FICO may immediately suspend Client's access to the FICO Product provided it has a commercially reasonable basis this Section is being violated. For clarity, these limitations on use includes a prohibition on using the FICO Product for:

- any mass marketing or prospect targeting,
- to disclose the score or data regarding a third party to any entity other than the subject of the score not bound by the same or similar restrictions on disclosure and use as found herein,
- use any score or data to discredit or disparage any organization,
- use of the scores or data in marketing,
- leveraging scores or data for any business-to-consumer communications, publicity, or public relations use case.

3.3 Compliance with Laws. Client is solely responsible for compliance with all laws relating to Client's use of the Fair Isaac Product.

3.4 License Restrictions; Reservation of Rights. Except as expressly stated in this Agreement, Client warrants and agrees that Client, its employees, representatives, contractors, and/or agents: (a) shall not in any way use the Fair Isaac Product (all or any portion), or Documentation other than within the scope of the licenses granted by FICO under this Section 3, (b) shall not in any way alter, change, modify, adapt, translate, or make derivative works of the Fair Isaac Product (all or any portion) or Documentation; (c) shall not with respect to the Fair Isaac Product (all or any portion), actually or attempt to reverse engineer, decompile, disassemble, or reduce any object code to human perceivable form or permit others to do so; (d) shall not sublicense or operate and Fair Isaac Product for timesharing, rental, outsourcing, or service bureau operations, or to train persons other than permitted users; (e) and shall not disclose (other than within Client's organization for Client's own internal business purposes) or publish performance benchmark results for and FICO Product (all or any portion) without Fair Isaac's prior written consent. Fair Isaac reserves all rights not expressly granted to Client under this Agreement

4. TERM AND TERMINATION. This Agreement becomes effective when Fair Isaac first delivers you a logon ID and password to access the Fair Isaac Product and which will automatically terminate three hundred and sixty-five (365) days thereafter. Each party's obligations of confidentiality with respect to Confidential Information already disclosed to it will survive termination of this Agreement.

5. Governing Law. This Agreement will be governed by, and interpreted under, the laws of the State of New York, without regard to conflict of laws principles. Client and Fair Isaac agree that the United Nations Convention on Contracts for the International Sales of Goods shall not apply to this Agreement. In the event of any dispute arising out of or in connection with this Agreement issued hereunder, the parties will attempt in good faith to resolve such dispute through negotiations.

6. WARRANTIES.

6.1 Representations. Each party represents that: (i) it is duly organized, validly existing, and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) it has the power and authority to enter into and perform all of its obligations under this Agreement, and (iii) this Agreement has been signed by duly authorized representatives of the parties who are able to bind their respective companies.

6.2 WARRANTY DISCLAIMER. Fair Isaac does not warrant that any product, service, or deliverable provided by Fair Isaac will (i) meet Client's requirements, (ii) operate in combination with systems or data not expressly specified in

writing by Fair Isaac, (iii) meet any performance level, resource utilization, response time, or system overhead requirements, or (iv) operate uninterrupted, free of errors, or without delay. Fair Isaac is not responsible for problems caused by: (a) use of any product, service, or deliverable provided by Fair Isaac outside the scope of this Agreement or not in compliance with applicable documentation; (b) any modification not made by Fair Isaac; or (c) any change in or modification to the operating characteristics of Client's system or any component of Client's system that is inconsistent with the requirements of the applicable Documentation.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 6.1 ABOVE, FAIR ISAAC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, AND HEREBY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES REGARDING MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WARRANTIES OF TITLE AND NON-INFRINGEMENT, AND ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. CLIENT IS SOLELY RESPONSIBLE FOR ITS USE OF ANY PRODUCTS, SERVICES, AND DELIVERABLES PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT AND FOR ANY LIABILITY ARISING OUT OF DATA OR CONTENT SUPPLIED BY CLIENT.

7. INDEMNIFICATION. Client will defend and indemnify Fair Isaac and its directors, officers, employees, affiliates and agents and shall hold it and such persons harmless against any and all claims, losses, costs, damages and expenses (including third party claims) arising out of or in connection with Client's unlicensed use of the FICO Product; provided that: (i) Fair Isaac notifies Client promptly of the claim; (ii) Client has control of the defense and all related settlement negotiations; and (iii) Fair Isaac provides Client, at Client's expense, with the assistance, information, and authority reasonably necessary to perform the above.

8. LIMITATION OF LIABILITY. IN NO EVENT WILL FAIR ISAAC BE LIABLE UNDER THIS AGREEMENT UNDER ANY THEORY OF RECOVERY (INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, TORT, AND STRICT LIABILITY) FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION LOSS OF DATA, USE, INCOME, PROFIT, OR SAVINGS) OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ANY PRODUCT, SERVICE, OR DELIVERABLE PROVIDED BY FAIR ISAAC UNDER THIS AGREEMENT, EVEN IF THE RESPONSIBLE PARTY HAD BEEN ADVISED OF THE POSSIBILITY OF THOSE TYPES OF DAMAGES OR EVEN IF THOSE TYPES OF DAMAGES WERE REASONABLY FORESEEABLE. THE TOTAL AGGREGATE AMOUNT OF OWED BY FAIR ISAAC UNDER ANY THEORY OF LIABILITY IS SHALL NOT EXCEED ONE HUNDRED DOLLARS.

Client is solely responsible for results obtained from the use of the FICO Product and for conclusions drawn therefrom, and Client acknowledges that Client is responsible for the selection of the services to achieve Client's intended results. Client acknowledges that it is solely responsible for deciding to use, accept or reject the output from the FICO Product. Notwithstanding anything contained herein to the contrary, Fair Isaac shall have no liability to Client, its customers, employees, or any other third party arising from or related to the output of the FICO Product or the results of such output.

9. MISCELLANEOUS TERMS.

9.1 Verification and Audit Rights. At Fair Isaac's written request, Client shall provide to Fair Isaac a written certification executed by Client or, if Client is an entity, an authorized officer or managing representative of Client that provides the following information: (i) verification that the Fair Isaac Product is being used in accordance with the provisions of this Agreement; (ii) list of the locations at which the Fair Isaac Product is or has been operated during the preceding twelve-month period; and (iii) the number of users accessing or utilizing the Fair Isaac Product (as applicable per the Purchasing Documentation). Upon not less than ten days' prior written notice to Client, Fair Isaac may, at its expense, audit Client's use of the Fair Isaac Product. Any such audit must be conducted during regular business hours at Client's facilities and must be conducted so as to interfere as little as reasonably possible with Client's business activities. Audits may be conducted no more than twice annually. If Client is discovered to be using more licenses than the number of licenses Client has purchased, or if Fair Isaac learns as a result of the audit that Client has otherwise materially breached this Agreement, then Client shall reimburse Fair Isaac for the expense of the audit.

9.2 Adjustment of Fees. During the subscription term, Fair Isaac reserves the right to adjust fees should Client's usage exceed the original Scope or Quantity under the license.

9.3 Assignment. Client may not assign or subcontract its rights or obligations under this Agreement without the prior written consent of Fair Isaac. In the event of a change of control of Client, or if Client is merged with, acquired by or acquires another entity, or undergoes a reorganization or otherwise acquires the right to process the business of another entity, each such event will be deemed to be an assignment subject to this section, and Client shall not permit that other entity to use the Fair Isaac Product(s) or process any data from that entity through the Fair Isaac Product(s) (either combined with Client's data or as a separate portfolio, or otherwise make any expanded use of the Fair Isaac Product as a result of any such event unless and until Fair Isaac provides its written consent. Any attempt to assign or transfer all or any part of this Agreement without first obtaining Fair Isaac's written consent will be void and of no force or effect. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Nothing in this Agreement is to be deemed to create any right or benefit in any person not a party to this Agreement.

9.4 Limitation on Michigan's Liability. The Fair Isaac Products to be distributed hereunder contain components of the University of Michigan's Intellectual Property, licensed to Fair Isaac under separate agreement. As to the University of Michigan ("Michigan") and Michigan's underlying Intellectual Property, Michigan requires the following terms:

9.4.1 Michigan, including its regents, fellows, officers, employees and agents, makes no representations or warranties that any patent rights or copyright is or will be held valid, or that the manufacture, use, display, performance, offer for sale, license or other distribution of any licensed products will not infringe upon any patent or other rights.

9.4.2 Michigan, including its regents, fellows, officers, employees and agents makes no representations, extends no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatever with respect to design, development, manufacture, reproduction, use, performance, display, license, sale other disposition by end users or any other person or entity, of licensed products or licensed processes.

9.4.3 Michigan's license of the program to Fair Isaac is being provided "AS IS". Michigan, including its Regents, fellows, officers, employees and agents, makes no representations, extends no warranties of any kind, either express or implied, including but not limited to the implied warranties of merchantability or fitness for a particular purpose, and assumes no responsibilities whatever with respect to design, development, reproduction, use, distribution, display, performance, importation, license, sale or other disposition by Fair Isaac, End Users or or any other person or entity of the program or any derivative works. The entire risk as to performance of the licensed product, licensed process, program and derivative works is assumed by Fair Isaac, and End Users. In no event shall Michigan, including its Regents, fellows, officers, employees and agents, be responsible or liable for any direct, indirect, special, incidental, or consequential damages or lost profits to End User or any other individual or entity regardless of legal theory. The above limitations on liability apply even though Michigan, its Regents, fellows, officers, employees, or agents may have been advised of the possibility of such damages.

9.4.4 In no event shall Michigan, including its Regents, fellows, officers, employees and agents, be liable to End Users, whether such liability is based on contract, negligence, strict liability in tort, warranty, or any other legal or equitable theory, for relief arising out of or related to licensed product or licensed processes or the license agreement between Michigan and Fair Isaac, its subject matter, or anyone's conduct relating thereto, for any amount in excess of the royalties actually paid by Fair Isaac to Michigan thereunder.

10. ENTIRE AGREEMENT. This Agreement represents the complete agreement of the parties and supersedes all prior or contemporaneous agreements, proposals, understandings, representations, conditions, and communications (oral or written), as well as the terms of all existing or future purchase orders and acknowledgments. Any other terms, conditions, supplements, modifications, or amendments to this Agreement will not be binding upon either party unless expressly set forth in a writing signed by authorized representatives of Client and Fair Isaac.