

**Last Updated: December 14, 2022**

These Terms of Service are effective immediately for new customers. If you are an existing customer, these Terms of Service will be effective on January 1, 2023 and completely replace any prior version of these Terms of Service to which you agreed. The most recent prior version of our Terms of Service is available [here](#).

## KEY POINTS

### We will not...

- Share your data with marketers or advertisers.
- Contact your customers.
- Identify you to other Sift customers as the source of any data in our models.
- Claim ownership of your data.

### We will...

- Use your data to discover relevant fraud and abuse patterns for you and other Sift customers.
- Add the fraud and abuse patterns we discover to our global model so that we can better prevent fraud for you and other Sift customers.
- Pursue opportunities to enrich our global model, including using third party services.
- Publish aggregated fraud patterns for informational purposes.
- Protect data as described in our agreement.

### You need to...

- Make sure that your privacy policy discloses your data practices, including using vendors to detect and protect against fraud, illegal activity, or other misuse of your service.
- Comply with all applicable laws.
- Comply with all of your commitments to third parties.

### A quick note from our lawyers:

This highlight is not a substitute for reading the Terms of Service. We

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provide these Key Points to help answer frequently asked questions about our Terms of Service. Please note, however, that these Key Points are qualified by the actual Terms of Service, which you should read in its entirety.

# SIFT TERMS OF SERVICE

Thank you for signing up for a service with Sift Science, Inc. (“**Sift**”, “**we**”, “**us**”). By creating an account, clicking to accept this agreement (or another click-through mechanism provided), signing an order form referencing these terms, or accessing or using the Sift Services (as defined below), you agree to all the terms and conditions of this Terms of Service (this “**Agreement**”). If you are accepting this Agreement and using the Sift Services on behalf of your employer or other entity, then “**Customer**” or “**you**” means that entity. Further, if you are accepting on behalf of your employer or another entity, you represent and warrant that: (i) you have full legal authority to bind such entity to this Agreement; (ii) you have read and understand this Agreement; and (iii) you agree to this Agreement on behalf of the party that you represent. **Please note that Sift may modify this Agreement as further described in the Modifications section below, so you should make sure to check this page from time to time.**

## 1. Certain Definitions

“**Acceptable Use Policy**” means Sift’s acceptable use policy located at <https://sift.com/aup> or such successor URL, which Sift may update from time to time.

“**Affiliates**” means, in respect to a party to this Agreement, any company or entity controlled by, controlling or under common control with such party. For this purpose, a party is deemed to “control” a company or entity if it (a) owns, directly or indirectly, at least 50 percent of the capital of the other company, or (b) in the absence of such ownership interest, substantially has the power to direct or cause the direction of the management and set the policies of such company or entity, whether through the ownership of voting securities or other ownership interests, by contract or otherwise.

“**Analytical Results**” means any proprietary data provided by Sift to Customer through the Sift Services (excluding Customer Data), which include the results for Customer of Sift’s proprietary modeling and analysis of Customer Data alone or in combination with other data in the Sift Services, which results may include, as applicable, a score for a particular

action or event and substantiation for the score (i.e. the top data inputs that contributed to the particular score), Dispute Records and related analysis such as a chargeback dispute win rate, and/or Customer-configurable aggregated insights and reporting delivered through the Sift Services.

**"API Data"** means any data that Customer sends, submits or uploads to the Sift Services (whether directly or via a Customer Provider) through the application programming interfaces, sFTP file exchange, webhooks or Sift Services management consoles, as applicable.

**"Applicable Laws"** means all laws, rules, and regulations applicable to the Sift Services, including but not limited to those relating to privacy, data protection, and data security.

**"Authorized User"** means an individual who is authorized by Customer to use the Sift Services under Customer's account, and who has been supplied a user identification and password. Authorized Users may include, for example, Customer's (or Customer's Client's, if applicable) employees, consultants, contractors and agents, and third parties with which Customer transacts business.

**"Customer Data"** means the: (i) API Data; and (ii) Website Data. To the extent Customer is using the Sift Services for the benefit of its Clients pursuant to Section 1.5, "Customer Data" includes any data Customer submits, uploads, or otherwise sends to Sift on behalf of its Clients.

**"Customer Properties"** means Customer's services and digital applications or properties (e.g., webpages, apps, endpoints, platforms) that Customer integrates with the Sift Services. To the extent Customer is using the Sift Services for the benefit of its Clients pursuant to Section 2.5, "Customer Properties" includes any Client services and digital applications or properties (e.g., webpages, apps, endpoints) from which Customer Data is collected and submitted, uploaded, or otherwise sent to Sift.

**"Customer Provider"** means a third party application, platform or service utilized by Customer in connection with its business.

**"Dispute Record"** means an aggregated record of Customer Data relating to a chargeback and related analysis provided by Sift to Customer via the Sift Services.

**"Documentation"** means Sift's documentation, user guides and policies, as updated from time to time, including those accessible via <https://sift.com/resources/guides> or such successor site or URL, or otherwise provided by Sift to its customers in connection with the

## Sift Services.

**"End User"** means an end user of a Customer Property or in the case of the Dispute Management Service, a cardholder consumer that has purchased a product or service from Customer.

**"Order Form"** means an ordering document (including any online order form), specifying the Sift Services to be provided by Sift, that is entered into between Customer and Sift and incorporates the terms of this Agreement by reference.

**"U.S. State Privacy Laws"** means collectively, all U.S. state privacy laws and their implementing regulations, as amended or superseded from time to time, that apply generally to the processing of individuals' personal data (or equivalent term) as used in such laws and regulations, and that do not apply solely to specific industry sectors (e.g., financial institutions), specific demographics (e.g., children), or specific classes of information (e.g., health or biometric information). US State Privacy Laws include the following: California Consumer Privacy Act of 2018 as amended by the California Privacy Rights Act of 2020, Colorado Privacy Act, Connecticut Personal Data Privacy and Online Monitoring Act, Utah Consumer Privacy Act and Virginia Consumer Data Protection Act.

**"Sensitive Personal Information"** means for the purposes of this Agreement (a) full credit or debit card numbers or financial account information; Social Security numbers or local equivalents; passport numbers; driver's license numbers or similar identifiers; passwords; physical or mental health condition or information; or any information subject to the Health Insurance Portability and Accountability Act, the Payment Card Industry Data Security Standards, and other applicable regulations, laws or industry standards designed to protect similar sensitive information; (b) information related to children under the age of 13 (or in the EEA, UK or Switzerland under 16); (c) any information defined under the EU General Data Protection Regulation 2016/679 as a "special category" of personal data; and (d) any other information Sift reasonably determines is sensitive, provided Sift communicates such determination to Customer.

**"Sift Privacy Notice"** means Sift's publicly-facing service privacy notice located at <https://sift.com/service-privacy> or such successor URL, which Sift may update from time to time.

**"Sift Services"** comprise a suite of SaaS based digital trust and safety products that enable customers to detect and prevent fraudulent, abusive,

and illegal activity in real time, and address their legal and regulatory reporting obligations and risk management procedures, and if applicable, manage chargeback disputes (the “Dispute Management Service”). The Sift Services leverage the Sift intelligent machine learning platform that identifies patterns in data using Sift custom and global models, which may use Customer Data alone or in combination with data and records provided by all other customers to derive the Analytical Results. The Customer, in its own discretion, can use the Analytical Results to determine, as applicable, the likelihood of fraudulent, illegal or abusive behavior by End Users or winning a chargeback dispute, and take any such further measures it may deem necessary or appropriate. The specific Sift Services selected by Customer are identified on the applicable Order Form.

**"Website Data"** means data collected from an End User's device through the Snippets placed on Customer Properties, which may include device identifiers and device information (e.g. page URL, referrer, number of fonts, OS) and other technical information pre-determined by Sift.

## 2. Sift Services.

2.1 Provision of Sift Services. Sift will make those Sift Services elected by you and agreed to by Sift, on a mutually executed Order Form, available to you in accordance with the terms of this Agreement.

2.2 Deployment of Sift Software. Sift will provide Customer, as applicable, the application programming interfaces (the “**APIs**”), JavaScript snippets, SDKs and other technologies (the “**Snippets**”) (collectively, the “**Software**”) to enable Customer to integrate with the Sift Services, including in connection with Customer Properties. Customer will implement the Software (and any updates) in accordance with the Documentation and Sift’s reasonable instructions and acknowledges that failure to do so may cause the Sift Services to cease working properly. Through the API and Sift Services console, Customer (or Customer’s Clients) will submit API Data, and Sift will collect Website Data via the Snippets, as applicable and as authorized by Customer. Customer will promptly remove all Snippets from Customer Properties upon termination of this Agreement and acknowledges that the Snippets will continue to collect Website Data until so removed.

2.3 Third Party Services. In some circumstances, Customer may (i) integrate with the Sift Services through an approved third-party application or marketplace via an extension or connector (“**Marketplace**”), (ii) authorize Sift to connect the Sift Services to Customer Providers to receive or send Customer Data or Analytical Results, or (iii) elect to use certain Sift

Services product features that incorporate the services or products of a third party ("**Sift Provider**", and with Marketplace and Customer Provider, "**Third Party Service Providers**"). Customer acknowledges and agrees that (a) the services of such Marketplaces and Customer Providers do not form part of the Sift Services and (b) the Marketplaces and Customer Providers are service providers of Customer and not Sift. Customer's use of the Marketplace or Customer Providers in connection with the Sift Services may be subject to a separate written agreement between Customer and Sift. In addition, if Customer wishes to use Sift Services product features that incorporate the services of a Sift Provider, to the extent the Sift Provider requires Customer to agree to their terms of service, Customer agrees to do so. If the pricing of any Sift Provider changes, Sift may adjust its pricing to reflect that changed pricing for the Sift Provider. SIFT DISCLAIMS ALL LIABILITY AND RESPONSIBILITY FOR ANY THIRD PARTY SERVICE PROVIDERS OR FOR THE ACTS OR OMISSIONS OF SUCH THIRD PARTY SERVICE PROVIDERS.

2.4 Non-compliance. Subject to obligations of confidentiality, where a party has a concern that the other party has not complied with this Agreement, the parties agree to exchange information to ascertain the cause of such non-compliance and take reasonable steps to remediate such non-compliance.

2.5 Customer's Clients. Customer may only use the Sift Services for the benefit of its clients (each, a "**Client**"), with prior written approval from Sift in each instance. In the event such written approval is provided, Customer agrees to, prior to any such use of the Sift Services, enter into and maintain a written agreement with each Client that binds each Client with respect to all the terms set forth in the Client Pass-Through Addendum included at the end of this Agreement as [Exhibit A](#) (the "**Pass-Through Terms**"). Customer further represents, warrants, and covenants that each such agreement will contain data protection addendums that comply with applicable data protection laws, and will appoint Customer as a service provider on behalf of the Client. Customer acknowledges and agrees that, as between the parties, it is solely responsible for and will be liable: (i) for the actions or omissions of any Client in connection with the Sift Services and (ii) for ensuring compliance with this Agreement by such Clients. Any breach or violation of this Agreement by a Client will be deemed a breach of this Agreement by Customer. To the extent Customer is using the Sift Services for the benefit of its Clients, "Customer Data" includes any data Customer submits, uploads, or otherwise sends to Sift on behalf of its Clients, and "Customer Properties" includes any Client services and digital applications or properties (e.g., webpages, apps, endpoints) from which Customer Data is collected and submitted,

uploaded, or otherwise sent to Sift.

### 3. Proprietary Rights.

3.1 Ownership of and Limited License to Customer Data. As between Sift and Customer, Customer owns and retains all right, title, and interest in and to its Customer Data. Customer grants to Sift a limited, royalty-free, non-exclusive, worldwide right and license to access, collect, use, process, store, copy, and create derivative works from the Customer Data only as set forth in this Agreement.

3.2 Use of Customer Data. Customer acknowledges and agrees that Sift may use the Customer Data for as long as reasonably necessary for the limited purpose of providing, maintaining, and improving the Sift Services, which includes improving its machine learning algorithms and data models as necessary to support such uses (the “**Permitted Purpose**”). Customer further acknowledges and agrees that, in connection with the Permitted Purpose, the Customer Data will be commingled with data received from other customers of the Sift Services; provided, that (a) the Customer Data shall not itself be made available to any other customer, and (b) Customer will not be identified to the extent the Customer Data contributes to the analytical results provided to other customers of the Sift Services.

#### 3.3 Ownership of and Limited License to Sift Services and Analytical Results

Sift owns and retains all rights, title and interest in and to the Sift Services, including the Software, Documentation, and Analytical Results. Sift grants to Customer a limited, royalty-free, non-exclusive, worldwide right and license to access and use the Sift Services, including the Software, Documentation and Analytical Results, only as set forth in this Agreement.

3.4 Feedback and Labels. If Customer (including any Authorized User) provides Sift any feedback (often referred to as “labels”) in connection with the Sift Services about whether a transaction or event on a Customer Property is associated with fraud, abuse or other illegal activity, Customer shall use reasonable efforts to ensure the accuracy of such feedback and grants Sift an unlimited, irrevocable, perpetual, sublicensable, royalty-free license to use any such feedback or labels for any purpose without any obligation or compensation to Customer or any Authorized User. Sift may label transactions or events on behalf of Customer in order to improve the accuracy of the Sift Services for

Customer.

3.5 Aggregated Data. Customer acknowledges and agrees that Sift may use data derived from Customer Data about Customer's use of the Sift Services that is aggregated with comparable data received from other customers ("**Aggregated Data**") for Sift's internal purposes such as operating, maintaining, and improving the Sift Services and distribution of general benchmarking or industry-related reports. For absolute clarity, such Aggregated Data shall not be reasonably capable of identifying any underlying individual nor identify the Customer as a source of any Aggregated Data. Sift will make no attempt to reidentify the Aggregated Data.

3.6 Beta Services. From time to time, Sift may invite Customer to try features or pre-release versions of the Sift Services that are not generally available to customers for non-production use ("**Beta Services**"). Customer may accept or decline such invitation in its sole discretion. Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Customer's use of Beta Services will be for the term specified by Sift and if no term is specified, then for the earlier of one year from the start date of the Beta Services or when that version of the Beta Services becomes generally available, and therefore part of the Sift Services. Sift may discontinue Beta Services at any time in Sift's sole discretion and may never make them generally available. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE BETA SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY OF ANY KIND. SIFT HEREBY DISCLAIMS ALL LIABILITY FOR ANY HARM OR DAMAGE ARISING OUT OF OR IN CONNECTION WITH ANY BETA SERVICE.

## 4. Sift Commitments.

4.1 Compliance with Applicable Law. Sift will comply with all Applicable Laws in connection with its provision of the Sift Services.

4.2 Security and Data Protection. Sift will maintain a security program with administrative, technical, organizational and physical security measures designed to protect Customer Data against unauthorized access, disclosure and loss. If the parties enter into any separate agreement or addendum concerning data protection ("**DPA**"), then such terms will be subject to this Agreement. To the extent the EU General Data Protection Regulation 2016/679 applies to Sift's processing of End User personal data within the Sift Service, Sift and Customer are each data controllers of any personal data that Sift processes in connection with the



Sift Services, and to the extent U.S. State Privacy Laws applies to Sift's processing of End User personal data within the Sift Services, Sift is a "service provider" or "processor" as defined under the applicable U.S. State Privacy Laws.

4.3 Sift Privacy Policy. Sift will maintain a readily-accessible service privacy policy on its website (located at <https://sift.com/service-privacy>), which it may update from time to time, that provides accurate disclosures concerning its data practices, including the collection, use, processing and sharing of Customer Data for fraud detection and prevention and other compatible purposes.

4.4 Deletion of Data. Upon termination of this Agreement, Customer may request deletion of the Customer Data. Subject to the provision of Section 3.2 (Use of Customer Data), Sift will perform such deletion within ninety (90) days.

## 5. Customer Commitments.

5.1 Compliance with Applicable Law. Customer will comply with all Applicable Laws in connection with the use of the Sift Services.

5.2 Account Registration. In order to access the Sift Services console, Customer shall register for a Sift account. Account information must be accurate, current and complete, and will be treated by Sift in accordance with its privacy policy (located at <https://sift.com/service-privacy>). Customer agrees that Sift may send non-legal notices, statements and other information by email or through Customer's account. Customer will be solely responsible for all use of the Sift Services under its account, including the acts and omissions of its Authorized Users and any decisions made based on the provision of the Sift Services to Customer. In addition, Customer will use commercially reasonable efforts to prevent unauthorized access to the Sift Services and will notify Sift immediately of such unauthorized access.

5.3 Customer Responsibilities. Customer will use the Sift Services (which, for clarity, include the Analytical Results) only: (a) for the purpose of detecting and preventing fraud, security threats or other illegal or malicious behavior, risk management, and/or managing and responding to chargebacks (as applicable); (b) in accordance with the terms of this Agreement, the Documentation and Sift's Acceptable Use Policy (located at <https://sift.com/aup>), which Sift may update reasonably from time to time; and (c) in compliance with all Applicable Laws; and any contractual or other obligation Customer has to any third party. Customer is solely

responsible for ensuring that its (or its Clients, if applicable) use of the Sift Services, including its provision of the Customer Data and use of Analytical Results, does not violate any Applicable Laws. Customer is solely responsible for any actions or decisions it makes in connection with its use of the Sift Services and Sift does not assume any responsibility or liability for such actions or decisions. If Customer's Affiliates use Sift Services, Customer warrants that it has the authority to bind those Affiliates to this Agreement and shall be fully liable for Customer's Affiliates if such Affiliates do not comply with the terms and obligations set forth in this Agreement and any Order Form.

5.4 Usage Restrictions. Customer shall not: (a) make the Sift Services available to anyone other than Authorized Users (or Clients, if applicable); (b) transfer, sublicense, resell, time share or similarly exploit the Sift Services (except, if applicable, to the extent necessary for Clients to receive the benefit of the Sift Services); (c) access the Sift Services to build a competitive product or service; (d) reverse engineer, modify, adapt, or otherwise attempt to gain unauthorized access to the Sift Services, or introduce any malicious code into the Sift Services; (e) provide to Sift any Customer Data that contains any Sensitive Personal information, or (f) use the Sift Services for purposes not contemplated by this Agreement, including but not limited to purposes prohibited under the Fair Credit Reporting Act (FCRA) (as described further below) and the Equal Credit Opportunity Act (ECOA), such as a factor in establishing an individual's creditworthiness or eligibility for credit, insurance, housing, or employment, in any way that facilitates discrimination or in any other way that may violate or cause Sift to violate any Applicable Law. For clarity, the foregoing limitations apply to the Analytical Results and any other information derived from use of the Sift Services, as well as the Sift Service itself.

5.5 IMPORTANT FCRA RESTRICTIONS. Sift is not a consumer-reporting agency ("Consumer Reporting Agency") as defined by the Fair Credit Reporting Act, 15 U.S.C. § 1681 et seq. ("FCRA") and the Analytical Results do not constitute "Consumer Reports", as that term is defined in the FCRA. Customer will not use the Sift Services (including the Analytical Results) for any purposes enumerated in the FCRA in lieu of obtaining a Consumer Report. In particular, Customer will not use the Sift Services (including the Analytical Results): (i) in connection with establishing a Consumer's (as such term is defined in the FCRA) eligibility for credit or insurance to be used primarily for personal, family or household purposes, or in connection with assessing risks associated with existing credit obligations of a Consumer; (ii) for the purpose of evaluating a Consumer for employment, promotion, reassignment or retention as an employee; (iii)

for any tenancy verification or in connection with any application to rent real property; (iv) in connection with a determination of a Consumer's eligibility for a license or other benefit that depends on an applicant's financial responsibility or status; (v) as a potential investor or servicer, or current insurer, in connection with a valuation of, or assessment of credit or prepayment risks associated with, an existing credit obligation; (vi) in connection with any information, service or product sold or delivered to a Consumer that constitutes or is derived in substantial part from a Consumer Report; or (vii) for any other purpose under the FCRA. Customer also will not use the Sift Services (including the Analytical Results) for the preparation of a Consumer Report or in such a manner that may cause such data to be characterized as a Consumer Report. Customer agrees that it will not take any "Adverse Action" (as that term is defined in the FCRA), which is based in whole or in part on the Sift Services (including Analytical Results) against any Consumer.

5.6 Customer Data, Privacy Notice and Consent. Customer is responsible for the accuracy and completeness of Customer Data that it transfers to Sift, and shall ensure it has the right to transfer (or provide or authorize access to) Customer Data to Sift for the purposes contemplated in this Agreement (and has obtained any necessary consents or authorizations to do so). Customer will only transfer, or provide or authorize access to Customer Data to Sift that has been collected, processed and stored in accordance with its privacy notice and Applicable Laws. Customer will ensure that its privacy notice is readily accessible on applicable Customer Properties and includes accurate disclosures concerning the activities contemplated under this Agreement that complies with Applicable Laws, including (i) the collection and processing of Customer Data for the detection and prevention of fraud, security threats or other illegal or malicious behavior or managing disputes (preferably with a link to the Sift Privacy Notice); (ii) the disclosure of personal information to a third-party service provider for such purposes; and (iii) if applicable, the use of Snippets to collect and use Website Data as described in this Agreement. For clarity, as between the parties, Customer is solely responsible for obtaining any necessary consents, permissions and approvals from, and providing any notices to, End Users as required by Applicable Laws and this Agreement. The parties will provide reasonable assistance and reasonably cooperate with each other to assist with each party's compliance with Applicable Laws and this Section 5.5.

5.7 Due Diligence and Remedial Action. Customer will conduct reasonable due diligence into any complaint Customer receives relating to the use of the Sift Services, such as any decisions made based on the provision of the Sift Services to Customer. Customer will take appropriate

action in response to such complaints (including by promptly providing feedback to Sift through the Sift Services) if Customer determines that such action is needed to correct any decision made based on the provision of the Sift Services to Customer.

## 6. Payment.

6.1 Fees and Payment Terms. Unless otherwise agreed in writing by the parties, Customer will pay the fees stated on an applicable order form executed by Sift and Customer (the “**Fees**”) within thirty (30) days of receipt of invoice. If Customer believes that Sift has billed Customer incorrectly, Customer must contact Sift no later than sixty (60) days after the invoice date in which the error or problem appeared, in order to receive an applicable adjustment or credit. Unless otherwise stated on an applicable order form, all Fees are non-cancelable and non-refundable. Monthly or annual minimum fees paid may not be rolled into any future time period. Sift may charge interest on any unpaid amount due at the rate of one percent (1%) per month, or at the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date it is paid. In the event Sift pursues collection of any overdue Fees payable hereunder, Customer will reimburse all reasonable third party costs and fees incurred by Sift in connection with those collection activities. Customer shall be responsible for any payments owed but not paid by any of Customer’s Affiliates ordering Sift Services in any Order Form.

6.2 Taxes. The Fees will include any local, state, federal, VAT, sales, use, excise or other taxes, levies or duties where the Services are taxable in the applicable jurisdiction. Customer is responsible for paying any such taxes, unless Customer provides Sift with a valid tax exemption certificate authorized by the appropriate taxing authority, and excluding taxes based on Sift’s income payable by Sift without regard to the transactions contemplated by this Agreement. If applicable, Sift reserves the right to gross up any Fees, if any required withholding prevents Sift from receiving the full amount set forth in the applicable Order Form.

## 7. Confidentiality.

7.1 Definitions. As used herein, “**Confidential Information**” means all information disclosed by a party (“**Disclosing Party**”) to the other party (“**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer shall include Customer Data, and Confidential Information of Sift shall include the Software, the Analytical

Results, all Documentation and the Beta Services. However, Confidential Information shall not include any information that the Receiving Party can document (a) is or becomes generally available to the public without breach of any obligation owed to the Disclosing Party; (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (c) is received from a third party without breach of any obligation owed to the Disclosing Party; or (d) was independently developed by the Receiving Party.

7.2 Confidentiality Obligations. Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and shall (a) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement; and (b) except as otherwise authorized by the Disclosing Party in writing or as necessary to fulfill Receiving Party's data protection rights and obligations as described herein, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement.

7.3 Mandated Disclosures. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so; provided, the Receiving Party gives the Disclosing Party prior written notice of such compelled access or disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the access or disclosure. If the Receiving Party is compelled by law to access or disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the access or disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 8. Indemnification.

Customer will defend, indemnify and hold harmless Sift, its officers, directors and employees against any third party claim, demand, suit, investigation or proceeding relating to any violation or alleged violation by Customer of the terms of this Agreement.

## 9. Disclaimer.

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SIFT SERVICES AND ALL RELATED SERVICES ARE PROVIDED "AS IS"

AND "AS AVAILABLE" AND ANY PROMISES CONTAINED IN THIS AGREEMENT ARE IN LIEU OF ALL OTHER WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, TITLE, AND NON-INFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. SIFT DOES NOT REPRESENT THAT THE SIFT SERVICES WILL BE UNINTERRUPTED OR ERROR FREE OR MEET CUSTOMER'S REQUIREMENTS OR THAT THE SIFT SERVICES OR ANALYTICAL RESULTS WILL BE ACCURATE OR COMPLETE. CUSTOMER ACKNOWLEDGES THAT, AS A SAAS-BASED SERVICE, THE FUNCTIONALITY AND INTERFACES OF THE SIFT SERVICES MAY CHANGE OVER TIME, AND SIFT RESERVES THE RIGHT AT ANY TIME, AND FROM TIME TO TIME, TO MODIFY OR DISCONTINUE THE SIFT SERVICES (OR A PART THEREOF).

## 10. Limitation of Liability.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY CHARACTER, INCLUDING DAMAGES FOR LOSS OF GOODWILL, LOST PROFITS, LOST SALES OR BUSINESS, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST DATA, OR FOR ANY AND ALL OTHER SIMILAR DAMAGES OR LOSSES, EVEN IF SUCH PARTY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY, WHETHER IN TORT, CONTRACT, OR OTHERWISE, WILL SIFT BE LIABLE TO CUSTOMER FOR ANY DAMAGES, COSTS, OR LIABILITIES IN AGGREGATE IN EXCESS OF THE AMOUNTS PAID BY CUSTOMER IN THE TWELVE MONTH PERIOD PRIOR TO THE CUSTOMER'S INITIAL CLAIM.

THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THE LIMITATIONS SET FORTH HEREIN IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

## 11. Term and Termination.

11.1 Term and Termination. The term of this Agreement will commence on the Effective Date and will continue so long as Sift is

providing Sift Services to Customer under an applicable Order Form. Each Order Form shall identify the initial subscription period for the applicable Sift Service and unless otherwise stated on the applicable Order Form, such subscription periods shall automatically renew for additional (12) months unless either party provides written notice of its intent not to renew at least sixty (60) days prior to the end of the then-current subscription period. After the initial subscription period, if Sift's pricing increases, Sift will give Customer at least sixty (60) days prior notice of the planned increases, with any increases taking effect the following renewal subscription period. Either party may terminate this Agreement immediately on written notice if (a) the other party commits any material breach of any term of this Agreement and has not cured such breach within fifteen (15) days of its receipt of written notice of the breach; or (b) the other party files for bankruptcy; becomes or is declared insolvent, or is the subject of any proceedings related to its liquidation, insolvency or the appointment of a receiver or similar officer for it; makes an assignment for the benefit of all or substantially all of its creditors; or enters into an agreement for the cancellation, extension, or readjustment of substantially all of its obligations.

11.2 Suspension of Sift Services. Notwithstanding any provision herein to the contrary, Sift may temporarily suspend the Sift Services in the event of any activity by Customer or any of its users that has (or in Sift's reasonable assessment is likely to have) an adverse effect on the operation of the Sift Services.

11.3 Survival. The provisions of this Section and the following Sections will survive any termination of this Agreement: Section 3 (Proprietary Rights), Section 4.4 (Deletion of Data), Section 6 (Payment), Section 7 (Confidentiality), Section 8 (Indemnification), Section 9 (Disclaimer), Section 10 (Limitation of Liability) and Section 12 (General Provisions).

## 12. General Provisions.

12.1 Marketing. Customer grants Sift the right to use Customer's company name and logo as a reference for marketing or promotional purposes on Sift's website and in other public or private communications with existing or potential Sift customers, subject to Customer's standard trademark usage guidelines as provided to Sift from time-to-time.

12.2 Force Majeure. Sift shall not be liable hereunder by reason of any failure or delay in the performance of its obligations due to events beyond the reasonable control of such party, which may include denial-of-

service attacks, strikes, shortages, riots, fires, acts of God, war, terrorism, and governmental action.

12.3 No Agency. Nothing herein will be construed to create a partnership, joint venture or any type of agency relationship between Sift and Customer.

12.4 Notices. Marketing and business-related notices may be delivered by email. Any legal notices relating to this Agreement must be in writing and sent to each party its then-current primary place of business or such other address provided by the recipient. All notices will be sent by major commercial delivery courier service or mailed in a manner that requires signature by the recipient.

12.5 Governing Law; Venue. This Agreement and any disputes hereunder will be governed by the laws of the State of California, without regard to its conflict of law principles, and any litigation concerning this Agreement will be submitted to and resolved by a court of competent jurisdiction in San Francisco, California. The United Nations Convention on the International Sale of Goods does not apply to this Agreement.

12.6 Export Control Laws. Each party shall comply with United States and foreign export control laws or regulations applicable to its performance under this Agreement. Without limiting the foregoing, both parties represent and warrant that (a) it is not listed on any United States government list, or is a prohibited or restricted party; (b) it is not subject to any United Nation, United States, European Union, or any other applicable economic sanctions or trade restrictions; and (c) it does not have operations in a country subject to comprehensive United States trade sanctions.

12.7 No Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including any order forms), without consent of the other party, to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.8 Modifications. Sift may modify the terms and conditions of this Agreement from time to time, in which case the modified version of this Agreement will supersede the prior versions. The most current version will



always be posted on the Sift website. Sift shall use commercially reasonable efforts to provide Customer with advanced notification via email, posting a notice on the Sift website or through the Sift Service management console of any material modifications, with such modifications effective on the date of public posting. If Customer disagrees with the modifications, Customer's exclusive remedy is to terminate the Agreement by providing thirty (30) days written notice to Sift and cease using the Service. Customer's continued use of the Sift Services will be subject to the modified terms.

12.9 Severability. If any provision of this Agreement is held to be unenforceable, such provision will be reformed to the extent necessary to make it enforceable, and such holding will not impair the enforceability of the remaining provisions.

12.10 Waiver. The failure by a party to exercise any right hereunder or enforce strict performance of any provision of this Agreement will not waive such party's right to exercise that or any other right in the future.

12.11 Entire Agreement. This Agreement (including any exhibits), any Order Form, and applicable DPA constitutes the entire agreement between the parties concerning the subject matter herein and supersedes any and all prior or contemporaneous communications and agreements whether written or oral concerning the subject matter hereof, including any previously executed non-disclosure agreement. In the event of any conflict between the provisions in this Agreement and any Order Form, the terms of the Order Form will prevail. Each party hereby acknowledges that no reliance is placed on any representation made but not referenced in this Agreement. No Customer purchase order or other text that purports to modify or supplement the printed text of this Agreement will add to or vary the terms of this Agreement.

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