

1. **Service.** Subject to these Terms and Conditions for Usher Service (“Terms and Conditions”), we will use reasonable efforts to make available to you the Service (as defined in the Registration Form) pursuant to a registration form signed and submitted to us by you and accepted by us referencing these Terms and Conditions (“Registration Form” and, together with the Terms and Conditions, the “Agreement”). We may also give you access to certain new features and functionality of the Service as they become generally available to other subscribers of the Service from time to time. Capitalized terms used but not defined in these Terms and Conditions have the meanings given to them in the Registration Form. For purposes of these Terms and Conditions, “you” means the entity that submitted the Registration Form, “Usher” means the entity whose name appears on your Registration Form, and “we” and “us” mean Usher together with its affiliates. We will receive the benefit of and may enforce the Agreement with respect to your use of the Service in the same manner Usher receives the benefit of and may enforce this Agreement with respect to your use of the Service.

2. **Implementation.** Our Set-Up Tasks constitute the entirety of our obligations in connecting you to the Service. We will not be obligated to complete Our Set-Up Tasks until and unless you have provided us with, or otherwise completed, all of Your Set-Up Tasks.

3. **Service Items.** The Service is powered by our proprietary software, algorithms and other tools, including our software development tools and/or sample code (the “Service Platform”). The Service Platform includes our pre-existing software and documentation, new software and documentation we may use or create while providing the Service or any professional services or other services provided in connection with the Service (including Our Set-Up Tasks) and proprietary software components provided by our third party suppliers (“Third Party Technology”). Except for your right to use the Service as expressly provided herein, this Agreement grants no express or implied license, right or other interest in or to any of our intellectual property rights and we or our suppliers, as applicable, retain all rights, title, interests and ownership in and to the Service, the Service Platform, the Usher Application and all components (including Third Party Technology) of and tools and documentation relating to the foregoing (collectively, the “Service Items”) and our Confidential Information (as defined below). The foregoing sentence does not apply to, and Service Items do not include, Licensed Content (as defined below), which is governed by Section 4 below. You will not (a) copy, display, distribute, or otherwise use the Service Items in any manner or for any purpose not expressly authorized by this Agreement (including, without limitation, using any of the Service Items outside of the Service); (b) create derivative works of or otherwise modify or translate any of the Service Items, except as expressly permitted by us in a separate written agreement with you, if any; (c) reverse engineer, decompile or disassemble any of the Service Items, or otherwise attempt to derive, reconstruct, identify or discover any source code, underlying ideas or algorithms of any of the Service Items (except to the extent that applicable law prohibits or restricts reverse engineering restrictions); (d) disclose results of any benchmarking tests without our prior written consent; (e) assign, sublicense, sell, rent, lease or transfer any of the Service Items to any third party or use the Service Items (or any portion

thereof) for time sharing purposes; or (f) remove or modify any copyright, trademark or proprietary notices contained in the Service Items. We may add, delete, change, suspend or terminate features, functionality or other aspects of the Service Items at any time and for any reason and are under no obligation to make any of the Service Items generally available or to ensure compatibility or continuity between any version of a Service Item and any prior or subsequent versions thereof. The Service Items may contain significant errors, defects, omissions and problems which may or may not be corrected by us. We are under no obligation to upgrade or update the Service Items provided to you. Any feedback that we receive from you regarding the Service Items and all improvements to the Service Items arising from such feedback will be owned by us. You hereby assign to us all of your rights in such feedback and improvements and agree to assist us in every proper way to secure such rights for us, including by executing documents that we deem necessary in order to secure such rights, and we will have no obligations to you with respect to such feedback and improvements. We are not responsible for, and do not have any obligations to you for, internet infrastructure, network equipment, websites, platforms, social networks, systems and end user and other devices, technologies or services that we do not exclusively control. THE SERVICE IS NOT DESIGNED TO AND SHOULD NOT BE USED TO MANAGE PHYSICAL OR LOGICAL ACCESS TO FACILITIES OR SYSTEMS WHERE DELAY IN OR FAILURE OF SUCH ACCESS COULD THREATEN HEALTH OR SAFETY, OR CAUSE PROPERTY, ENVIRONMENTAL OR SIMILAR DAMAGE OR LOSS, AND YOU AGREE NOT TO USE THEM TO MANAGE SUCH ACCESS UNLESS YOU PROVIDE A FAILSAFE MECHANISM FOR LOCAL BYPASS OF THE SERVICE FOR USE IN AN EMERGENCY FOR WHICH YOU WILL BE FULLY RESPONSIBLE.

4. **Content.** You will have editorial control over, and sole responsibility for any sales, marketing and other materials and content (including logos, photos, video, audio, graphics, animation and text) that you provide to us or to End Users through the Usher Application (such materials and content, the “Licensed Content”). To enable us to provide the Service and perform under this Agreement, you grant us a non-exclusive, worldwide, royalty-free, sub-licensable right and license to reproduce, perform, display, distribute, re-format, store, create derivative works of, and otherwise use, the Licensed Content. You warrant that the Licensed Content, and the exercise of the rights and licenses granted to us hereunder, will not infringe or violate any right of any person or entity. We may remove Licensed Content from the Usher Application at our discretion if we determine that you are in breach of this Agreement, if we believe that distribution or display of the Licensed Content may create liability for us or our third party providers, or at the request of a third party service provider or End User. Other than the rights and licenses you grant to us in this Agreement, you will retain all right, title and interest in the Licensed Content. You are responsible for the credentialing information and any other content that is uploaded, published, displayed or otherwise provided to us by you or your End Users (including any third party acting on behalf of you or your End Users) for display on or transmission through the Service.

5. **Policies and Third Party Terms.** In using the Service and conducting your activities in connection with this Agreement, you

(i) will comply with all applicable international, US and other countries' federal, state and local laws, rules, regulations and orders, in all jurisdictions in which anyone uses the Service ("Laws"), (ii) will comply with all policies established by us for the Service and the Usher Application, including such policies set forth in the Service or at www.microstrategy.com/usher-identity/privacy-policy-032014, as modified by us from time to time ("Usher Service Policies"), (iii) acknowledge that use of any of the Service Items by any of your End Users will be subject to the Terms of Use applicable to the Service Items as found at www.microstrategy.com/us/usher-identity/terms-of-use, as modified by us from time to time (the "Terms of Use"), and further acknowledge that you will be responsible for any breach of any provisions of the Terms of Use by any of your End Users, and (iv) will comply with all terms and conditions of use established for or by platforms that we utilize in providing the Service to you (such as federated ID services and application stores) ("Platforms"), as modified by the applicable Platform provider from time to time ("Platform Policies"), including any applicable restrictions on use, disclosure or sharing of data. Additionally, you acknowledge and agree that the Service Items may contain Third Party Technology and/or executable versions of open source software (collectively, "Third Party Software"), and that your use of the Third Party Software is subject to this Agreement and to any terms and conditions associated with the Third Party Software or any element thereof that are referenced herein and/or provided or referenced on the Network Manager website (or its related URLs) associated with the Service ("Third Party Terms"). You will not conduct activities in connection with this Agreement that cause us to violate any Laws, Usher Service Policies, Terms of Use, Platform Policies or Third Party Terms. We reserve the right to immediately terminate this Agreement and our relationship with you if we believe you or your activities in connection with this Agreement do not fully comply with any or all Laws, Usher Service Policies, Platform Policies or Third Party Terms. We further reserve the right to terminate any End User's access to any or all of the Service Items if we believe such End User's use of the Service Items does not fully comply with the Terms of Use.

6. **Audit Rights.** We will have the right, at least once per year and upon at least thirty (30) days' notice, to conduct an audit of your records solely for the purpose of confirming compliance with this Agreement. Any such audit will be performed during normal business hours. You will (i) keep accurate and complete records relating to this Agreement, including records regarding the Service Items and the use and other activity of or relating to the Service Items, as well as all other records necessary to calculate the fees payable under this Agreement, in accordance with generally recognized accounting principles and practices, and (ii) reasonably cooperate with us and provide us with access to any information we reasonably request during the course of any such audit, and acknowledge and agree that we may communicate, on a confidential basis, the results of any such audit to any of our suppliers that have provided Third Party Technology that is or was in use as part of the Service during the period covered by any such audit.

7. **Promotion.** To help us promote the Service and the Usher Application, you grant us the rights to use your name, likeness and/or logo to publicly identify you as our customer on customer lists, on our websites and in sales and marketing collateral.

8. **Transmission Standards.** You agree not to post or transmit any content or material via the Service that is fraudulent, obscene, pornographic, profane, discriminatory, defamatory, libelous, harassing or unlawful that contains private information

about a person or company without their consent, invades another's privacy or publicity rights, violates any intellectual property rights or contracts, encourages unlawful or objectionable behavior (such as drug dealing, gambling, harassment, stalking or spamming), distributes viruses or other harmful files or may give rise to liability or otherwise violate any Law. We reserve the right to reject or remove content and material, including Licensed Content, from the Service at our discretion.

9. **End User Data.** As between you and us, for purposes of this Agreement and applicable data protection laws, you are the "data controller" and we are acting on your behalf as a "data processor" with respect to data about or relating to End Users that we may receive in connection with the provision of the Service to you. With respect to any such data that you share with us, we agree: (a) to use and disclose such data only pursuant to the terms of this Agreement or as otherwise instructed by you or required by Law or legal process and (b) to have in place physical, technical and organizational security measures intended to protect such data against (i) accidental or unlawful destruction; (ii) accidental loss, alteration, unauthorized disclosure or access, in particular where the processing involves the transmission of data over a network; and (iii) all other unlawful forms of processing. Notwithstanding (a) above, if an End User authorizes us to retain, access, use, disclose or otherwise process his/her data outside of this Agreement, we may do so, and we may also use the End User data in accordance with the Usher Service Policies. You are responsible for obtaining all necessary consents and approvals from End Users to permit your uses of the data collected by you from End Users that will be used in connection with the Service, and to allow us to perform in accordance with this Agreement.

10. **Your Information.** We will use administrative, physical, technical and organizational measures to protect the security and confidentiality of any personal information about you or your employees that we may obtain in connection with this Agreement. You may request to access, correct or delete the personal information that we collect from you or your employees by emailing account@usher.com.

11. **Telephone Support.** We will provide you telephone support at no additional charge for your use of the Service. This support will only be available to Account Administrators.

12. **Confidentiality.** During and after the term of this Agreement, you and we will each hold the other's Confidential Information in confidence and protect such Confidential Information with at least the same degree of care, but no less than reasonable care, with which it protects its own similar confidential information. Neither you nor we will use the other's Confidential Information for any purpose except to exercise its rights or to perform its obligations under this Agreement. Notwithstanding the foregoing, you or we may make such disclosures as are required by legal, accounting or regulatory requirements and state publicly or list in advertising and marketing materials the fact that you and we are working together in connection with the Service. "Confidential Information" means any data, information or materials disclosed by you or us to the other or its representatives in connection with this Agreement that is not in the public domain and that is either identified by the disclosing party before its disclosure as being confidential or is or should be understood by the recipient, exercising reasonable business judgment, to be confidential. Any data, information or materials which we or you obtain from a third party (unless we or you, as applicable, know or reasonably

should know that the other has required the third party to keep the data, information or materials confidential) will not be Confidential Information. Our Confidential Information includes pricing terms and all manuals, documentation and technical specifications that we provide or make available to you relating to the Usher Application or the Service. We may use your Confidential Information and share it with our agents in the United States and elsewhere for purposes of performing under this Agreement, providing related services to you, maintaining our systems and records, or identifying opportunities for us to provide and offer products and services to you.

13. **Modifications.** These Terms and Conditions may be modified by us from time to time. We will provide advance notice of any modifications that materially and adversely affect your rights or use of the Service through Network Manager or email to an Account Administrator, unless such modifications are in response to changes in Laws and it is not practicable for us to provide advance notice, in which case we will post such modified terms at www.microstrategy.com/usher-terms. All such notices will be deemed delivered upon being posted or sent as indicated above and will become effective on the date specified in such notice or on the date posted, as applicable.

14. **Export Laws.** Export Laws of the United States and other relevant local export Laws may apply to the Service Items (as defined herein). You agree that such export Laws, as applicable, govern your use of the Service, and you agree to comply with all such applicable export Laws (including "deemed export" and "deemed re-export" regulations). You agree not to export any Service Items, directly or indirectly, in violation of these Laws, or to use any Service Items for any purpose prohibited by such Laws.

15. **Government Use.** Any software and documentation that we provide pursuant to this Agreement are "commercial items" as defined in FAR 2.101. Therefore, in accordance with FAR 12.211 (Technical data) and FAR 12.212 (Computer software) and, for U.S. Department of Defense Customers, DFAR 252.227-7015 (Technical Data – Commercial Items) and DFAR 227.7202-3 (Rights in commercial computer software or computer software documentation), all U.S. government end users acquire such software and documentation with only those rights set forth herein.

16. **Representations and Warranties by You.** You represent and warrant to us that: (i) your Licensed Content does not and will not infringe, misappropriate, or otherwise violate any intellectual property right or right of privacy or publicity of any third party, and (ii) you have all rights necessary to grant the licenses set forth in these Terms and Conditions.

17. **Indemnity.** You agree to indemnify, defend and hold (i) us and (ii) our officers, directors, employees, agents and any licensor or other party that has been involved in the creation, production or distribution of any of the Service Items (such parties in this clause (ii), collectively, our "Related Parties") harmless from and against any claims, demands, lawsuits, actions, proceedings or investigations made by any third party (including End Users), and any fees, costs, sanctions, penalties, damages, losses or expenses (including reasonable attorneys' fees), whether due to, relating to or arising out of (i) your use of the Service, (ii) your breach of this Agreement, (iii) your violation of any Law or the intellectual property or other rights of a third party, or (iv) your Licensed Content.

18. **Disclaimer of Warranties.** THE SERVICE ITEMS AND OUR SET-UP TASKS (COLLECTIVELY THE

"DELIVERABLES") WILL BE PROVIDED BY US "AS IS". TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND ALL OF OUR RELATED PARTIES DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE DELIVERABLES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE. WITHOUT LIMITING THE FOREGOING, THERE IS NO WARRANTY AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE DELIVERABLES OR AGAINST INFRINGEMENT. NEITHER WE NOR ANY OF OUR RELATED PARTIES WARRANT THAT USE OF ANY DELIVERABLES OR ANY PORTION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE DELIVERABLES OR ANY PORTION THEREOF WILL MEET ANY OF YOUR NEEDS OR REQUIREMENTS. THE DELIVERABLES ARE PROVIDED WITH ALL FAULTS, AND THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU.

19. **Limitation of Liability.** NEITHER ANY OF OUR RELATED PARTIES NOR ANY OF THEIR DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES OR SUPPLIERS (COLLECTIVELY, THE "COVERED PARTIES") WILL BE LIABLE TO YOU (OR ANY THIRD PARTY CLAIMING THROUGH YOU) FOR ANY DIRECT DAMAGES RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREBY (INCLUDING ANY USE OF ANY OF THE SERVICE ITEMS). NEITHER WE NOR ANY OF THE COVERED PARTIES WILL BE LIABLE TO YOU (OR ANY THIRD PARTY CLAIMING THROUGH YOU) FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING DAMAGES RELATED TO DELAYS, LOSS OF DATA, INTERRUPTION OF SERVICE OR LOSS OF BUSINESS OR PROFITS), EVEN IF WE OR SUCH COVERED PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND EVEN IF A LIMITED REMEDY REQUIRED BY LAW IS DEEMED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. THE MAXIMUM CUMULATIVE LIABILITY THAT WE OR, IN THE EVENT THAT THE FIRST SENTENCE OF THIS SECTION 19 IS FOUND TO BE UNENFORCEABLE FOR ANY REASON, ANY OF OUR COVERED PARTIES HAVE TO YOU (OR ANY THIRD PARTY CLAIMING THROUGH YOU) RELATING TO OR ARISING OUT OF THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT (INCLUDING ANY USE OF ANY OF THE SERVICE ITEMS), WHETHER BASED ON CONTRACT, TORT OR OTHERWISE, WILL BE LIMITED TO THE GREATER OF (I) THE FEES WE EARNED AND ACTUALLY RECEIVED FROM YOU UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE INITIAL CLAIM GIVING RISE TO LIABILITY HEREUNDER AND (II) ONE THOUSAND U.S. DOLLARS. THIS IS AN AGGREGATE LIMIT REGARDLESS OF THE NATURE OR NUMBER OF CLAIMS AND REGARDLESS OF ANY ORAL OR WRITTEN INFORMATION PROVIDED TO YOU. IN ADDITION TO THE FOREGOING, NEITHER WE NOR ANY OF OUR COVERED PARTIES WILL BE LIABLE IN ANY MANNER FOR ANY LOSS, HARM OR DAMAGE ARISING OUT OF YOUR OR YOUR END USERS' DISCLOSURE OR SHARING WITH THIRD PARTIES OF DIGITAL CREDENTIALS (INCLUDING KEYS), AND YOU HEREBY RELEASE US AND OUR COVERED PARTIES FROM ANY AND ALL CLAIMS, CAUSES OF ACTIONS, OBLIGATIONS OR LIABILITIES ARISING FROM OR RELATING TO SUCH DISCLOSURE, SHARING OR RELATED ACTIVITIES.

20. **Termination.** Usher may terminate this Agreement by providing you at least thirty (30) days advance written notice. Usher may terminate this Agreement, or suspend or terminate your access to or terminate the Service, at any time effective immediately if (i) we determine that you are in breach of this Agreement or (ii) we determine that the provision of the Service to you is not reasonably practicable, including as a result of force majeure or the action of a Platform provider. If we provide notice of modifications to these Terms and Conditions pursuant to Section 13 above that materially and adversely affect your rights or use of the Service, you will have the right to terminate this Agreement during the period from the time we provide such notice until the time such modifications become effective pursuant to the notice. Notice will be provided as set out in this Agreement.

Sections 2 through 22 and any other provision of this Agreement which in accordance with its terms is intended to survive the expiration or termination of this Agreement will survive such expiration or termination. THE TERMINATION PROVISIONS IN THIS SECTION 20 STATE YOUR SOLE RIGHTS AND EXCLUSIVE REMEDY FOR OUR FAILURE TO DEVELOP, OPERATE OR PROVIDE THE SERVICE ITEMS.

21. **Notices.** Except as otherwise provided in Section 13 above, all notices required or permitted to be provided to you hereunder will be sent to the mail address or email address provided by you when you register with us or otherwise in your Registration Form. Unless otherwise specified in this Agreement, all notices required or permitted to be provided to us will be sent to the following address: Usher Incorporated, Attention: General Counsel, 1850 Towers Crescent Plaza, Tysons Corner, VA 22182, USA. All notices will be deemed delivered two days after being sent by an internationally recognized express courier service or immediately if sent by facsimile, email or through the interface for the Service.

22. **Other Provisions.** This Agreement, your use of any of the Service Items and any other agreement we enter with you in connection with your use of the Service Items will be governed by the laws of the State of Delaware excluding its conflicts of laws principles; the U.N. Convention on Contracts for the International Sale of Goods does not apply. For any action arising out of or relating to this Agreement, each party submits to the exclusive jurisdiction of the U.S. District Court for the District of Delaware, unless no federal jurisdiction exists, in which case the action will be brought only in the state courts located in Wilmington, Delaware; provided, however, that we may institute proceedings against you in any other court in order to enforce our rights through specific performance, injunction or other equitable relief. The Registration Form may be amended

only by a written instrument signed by both parties. This Agreement (i) will not be assigned by you (with a direct or indirect change of control or assignment by operation of law constituting an assignment) without our prior written consent; (ii) may be assigned by Usher or its successors or assignees without your consent; (iii) will be binding upon the respective permitted successors and assignees of each party; (iv) does not create a partnership, joint venture, agency, employment or other similar relationship between you and us; (v) gives no other person or entity, other than you and us and the respective permitted successors and assignees of the parties hereto, any right, remedy or claim with respect to this Agreement; and (vi) including all exhibits to this Agreement and any other written agreements in effect between you and us specifically referencing this Agreement (provided that, in the event of a conflict between the terms and conditions of this Agreement and any provision contained in any such other written agreement, the terms and conditions contained in this Agreement will prevail), constitutes the entire agreement of the parties with respect to its subject matter and supersedes all oral communications and prior writings with respect thereto. You will reimburse us for all costs and expenses we incur, including our reasonable attorneys' fees, in enforcing any provision of this Agreement. No waiver of any provision of this Agreement by either party will be deemed to be a waiver of another provision or a future waiver of the same provision by such party. If a provision of this Agreement is invalid, the remaining provisions will continue to be valid and enforceable. The term "including" means "including without limitation". Section headings are provided for reference purposes only and in no way define, limit, construe or describe the scope or extent of any section. Any Fees contemplated by this Agreement do not include any taxes. You will be solely responsible for any taxes, levies or duties imposed by any governmental authority in connection with your use of the Service, other Service Items and any other services we may provide to you under this Agreement. You will also be responsible for any third party transaction fees or other charges that are attributable to your use of the Service (such as transaction fees charged by the operator of any app store). You will be responsible and liable for all actions and omissions of your employees, contractors, agents and others in connection with your use of the Service, the Usher Application and any other Service Items, as well as all actions and omissions of anyone while accessing any such Service Items using your Administrative IDs, in each case to the same extent as if those actions or omissions were yours. If you are located in a country other than the United States, additional terms and conditions may apply to your use of the Service Items. Please click here for more details.

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