

**POSTLOCATE HOSTED SERVICES SCHEDULE
BETWEEN
INNOVATIVE SYSTEMS, INC. AND CLIENT**

CONFIDENTIAL INFORMATION

GENERAL PROVISIONS

Hosted Services to be provided by Innovative Systems, Inc. ("Innovative") to Client as described in this Hosted Services Schedule ("Schedule") shall be subject to and governed by the Innovative General Terms (version as indicated on applicable Order Form) ("General Terms"), both accessible at the following link: <https://www.innovativesystems.com/innovative-terms-of-business>. Innovative recommends that Client print out the General Terms and this Schedule for its records. In the event that Client is unable to print a copy of the General Terms or Schedule for its records, Innovative can provide a hard copy for the Client. This Schedule will set forth the structure and other details of the license and/or the subscription relationship, and will be incorporated herein and made a part of this Agreement.

In this Schedule, "Client" and "Innovative" (collectively the "Parties" and each a "Party") refer to the entities identified in the applicable Order Form. Each Party may enter into Order Forms which are governed by the General Terms and applicable Schedule. If there is any conflict among the Agreements (as defined below), the descending order of precedence will be (unless expressly stated otherwise) the Order Form(s), Schedule(s), and General Terms. This Schedule applies exclusively to specific systems or services and these terms and conditions are deemed applicable only where the Client executes an Order Form in respect of such service. For avoidance of doubt, where a specific service is indicated on an applicable Order Form the applicable Schedule shall apply: (a) for Hosted Services, the Hosted Services Schedule shall apply; (b) for Software, the Software Schedule shall apply; (c) for Data Quality, the Data Quality Schedule shall apply; (d) for Professional Services, the Professional Services Schedule shall apply; and (e) for other functionality, the applicable Schedule shall apply in each case in addition to these General Terms.

The Hosted Services are intended to be used only to process Client's data and are not intended to benefit affiliates, subsidiaries, or third parties.

- 1. ADDITIONAL DEFINITIONS.** As used in this Schedule and the Agreement, the following terms shall have the meanings set forth below:

"Confidential Information", in addition to the definition in the General Terms, also means software websites, databases, services, Intellectual Property of the Parties, the data provided by either Party to the other in connection with performance of this Agreement, information regarding each party's business processes, methods and plans, and any business or technical information of a Party or its customers, including but not limited to any information relating to a Party's or its customers' product plans, designs, costs, finances, marketing plans, business opportunities, personnel, research, development or know-how. Confidential Information does not include information which (a) is already known by the recipient, (b) becomes, through no act or fault of the recipient, publicly known or available, (c) is received by recipient from a third party without a restriction on disclosure or use, or (d) is independently developed by recipient without reference to the Confidential Information.

"Implementation Period" means the timeline for installation and testing of the Hosted Services as listed on the applicable Order Form and described in the Implementation Plan.

"Implementation Plan" means a mutually executed agreement between Innovative and Client for installation of the Hosted Services, which describes (a) the Implementation Period, (b) timelines for deliverables, (c) responsibilities and action items for each Party with respect to the installation, and the (d) scope of the installation, including functionality and outputs for the Hosted Services.

"Grammar Files" means comprehensive and proprietary dictionary containing meanings and contexts for millions of names and thousands of phrases and patterns (may also be referred to as **"Knowledge Base(s)"**).

"Organizations" means a separate business unit within a single software environment (production, test/development, disaster recovery, etc.).

"Post-Implementation Period Work" means professional services work performed by Innovative after the Implementation Period ends but before an acceptance form is signed, which may be subject to additional consulting fees.

2. SYSTEM OVERVIEW

2.1. Description. "Enlighten® PostLocate®" or "Hosted Service" means the current version of the assets listed on the applicable Order Form consisting of Enlighten® PostLocate® software and related functionality, a proprietary software suite designed and marketed by Innovative as part of its Hosted Services that may, depending on the asset, provide address validation software that incorporates cleansing and matching capabilities to update postal addresses and, may, if licensed separately, integrate certain third party databases. Actual functionality depends on assets included on the applicable Order Form. The applicable Order Form will specify whether the Hosted Services are limited to a particular use case such as an established data quality process with a defined deliverable.

2.2. Grammar Files. The Grammar Files contain the rules that specify how to parse and standardize inputted Records. The Grammar Files control how each work, number, and section of the input is classified and chooses whether any standardizations are applied. These classifications, combined with rules built into the grammar, are used to identify the meaning and correct order of each piece of the input. Client acknowledges that the Grammar Files are proprietary to Innovative (whether so marked or not), have not been generally published or distributed and contain trade secrets of Innovative. For avoidance of doubt, the Grammar Files (and any updates thereto, which may be included from time-to-time at Innovative's discretion) are the Intellectual Property and Confidential Information of Innovative.

2.3 Assets. The Order Form lists the assets being licensed as part of the Hosted Services.

2.4 Asset Restrictions. The use of the Hosted Services is limited to the number of environments, organizations, and other limitations as specified on the Order Form.

2.5 Limitations. Client agrees to use the data and information obtained through the Hosted Service solely for the purpose of performing its duties and obligations with respect, but not limited, to applicable law and regulation. Client will not use the Hosted Services other than for its own internal business purposes. For Client's using the Hosted Services, Client agrees and acknowledges that it will comply with the following use limitations: (a) not to use the data in contravention of applicable law or regulation; (b) not to interfere or attempt to interfere with service to any user, host or network by use of any program, script, command or otherwise. This includes "denial of service" attacks, "flooding" of networks, generation of data traffic with the websites or web services of such speed or volume that may lead to malfunctions or degradation of the Hosted Services performance, deliberate attempts to overload a service or to burden excessively a service's resources, and attempts to "crash" a host.

2.6 Records Retention. Innovative will archive the records of Client's use of the Hosted Services as specified in the applicable Order Form, or if not specified, for the duration of the Term.

2.7 Return of Data. Upon request by Client made prior to the effective date of termination, Innovative will make available to Client for a complete and secure (i.e. encrypted and appropriately authenticated) download the Client's data in SQL Server varbinary format.

3. SUPPORT

3.1. Scheduled Maintenance. Scheduled maintenance occurs Sundays between the hours of 10:00 A.M. and 2:00 P.M. EST / 3:00 P.M. and 7:00 P.M. GMT. Notice of scheduled maintenance will be provided by email, at least 48 hours in advance and will include the time and date of maintenance. Notice of emergency maintenance will be provided in writing as soon as reasonably practicable.

3.2. User Training. Innovative will provide training as part of the implementation for any Users of the Hosted Services. Innovative's standard policy is to provide web based training in English. Innovative may provide remote User Training sessions as part of the professional services fees as described in the applicable Order Form. This will be a combination of one-to-one and group sessions for up to three (3) Users. Post-implementation training may also be provided to the Client's system administrator(s) if agreed in writing. Such Post-implementation training will be charged at Innovative's then-current consultancy rates. On-site training may be provided as an option; however, this will incur additional costs to the Client.

3.3. Support. Customer Support is available in English by email or phone during normal business hours pursuant to Innovative's then-current Customer Support Policy (as updated by Innovative from time-to-time and available upon request). For U.S. Clients, normal business hours are Monday through Friday 8:30 A.M. to 5:00 P.M. EST. For

EMEA Clients, normal business hours are Monday through Friday 9:00 A.M. to 5:00 P.M. GMT.

3.4 Designated Operating Environment. Innovative shall be responsible for providing and operating in accordance with the provisions of the Schedule, at Innovative's sole cost and expense, all hardware and software required to provide the Hosted Services up to Innovative's internet access point(s). To the extent that an Enhancement is performed at Innovative's discretion, the expenses of the Enhancement shall be borne by Innovative. If a modification is performed at the request of Client or in response to a specialized need of Client beyond the scope of the Schedule and Order Form, expenses will be borne by Client. Innovative will maintain the Hosted Services but will not be responsible for problems originating in the Internet or arising from Client's hardware, software, or configurations. Innovative reserves the right to modify any portion of the Hosted Services hardware or software at any time for the purpose of, but not limited to, fixing defects or applying Enhancements. Innovative reserves the right to change the method of access with prior written notice to Client, including but not limited to those necessitated by changes to third party databases.

3.5 Supported Version. Innovative shall only provide maintenance and support for the then-current Version of Enlighten® PostLocate® software and/or Hosted Services. Innovative reserves the right to require an upgrade to the latest Version of Enlighten® PostLocate® and/or Hosted Services should Innovative determine that technology no longer supports or allows access to the Client's then-current Version.

4. IMPLEMENTATION AND ACCEPTANCE

4.1 The Hosted Services shall be made available to Client beginning on the Effective Date (as listed on the applicable Order Form) or as soon as reasonably possible thereafter.

4.2 Implementation Plan. The Parties will arrange a project planning meeting within a reasonable time after the Effective Date. Innovative shall not commence work until the Parties mutually agree upon an Implementation Plan. The scope and deliverables of the Implementation Plan shall be effective on the date of signature by both Parties. Any additions or variations to the Implementation Plan following signature shall be agreed-to between the Parties in-writing and shall be subject to additional consultancy fees at Innovative's then-current rates.

4.3 Implementation Period.

4.3.1. The Implementation Period shall be a maximum of thirty (30) days unless an alternative Implementation Period is agreed-to by the Parties and listed in Section 4.6 below. The Parties agree that the actual time required to complete the implementation depends upon the Client providing specified work items and timely responses to decision points, requests for data and related items. As a result, Innovative does not provide any warranty or guarantee that the Hosted Services will be installed or accepted on a certain date or that the Implementation Period will be sufficient for a complete installation and testing of the Hosted Services.

4.3.2. The professional services fees listed on the applicable Order Form enables Innovative to assist

with Client's Implementation Plan during the Implementation Period, subject to the following limitations: (a) Innovative will not provide more than the maximum number of professional services days during the Implementation Period if such a maximum number is listed on the Order Form, (b) such professional services fees do not cover Post-Implementation Period Work or any professional services work completed by Innovative outside of the Implementation Period, and (c) if a maximum number is listed on the Order Form, Client is not entitled to reimbursement for any such professional services days not used. Any agreement to change the Implementation Period and/or the maximum number of professional services days (if applicable) shall be mutually agreed-to in-writing, and shall be subject to additional consultancy fees at Innovative's then current rates.

4.3.3. Innovative is not responsible for action items in the Implementation Plan assigned to the Client. In the event that the Client requests assistance in completing such action items, such work by Innovative will be agreed-to in-writing and shall be subject to additional consultancy fees at Innovative's then-current rates.

4.3.4. Innovative shall not be responsible for any delays in implementation caused by the Client or as a result of the Client not completing responsibilities or action items in the Implementation Plan within the agreed-to timelines. In the event that delays by the Client result in implementation exceeding the Implementation Period and the Parties have not mutually agreed in-writing to extend the Implementation Period, Client agrees that:

(a) The Implementation Period will be deemed complete on the final day of the Implementation Period and all professional services fees become due and payable to Innovative according to Section 4.5 below. Any Post-Implementation Period Work performed by Innovative, including any remaining responsibilities or action items assigned to Innovative in the Implementation Plan, will be subject to additional consultancy fees at Innovative's then-current rates. Such additional consultancy fees shall be charged on a time and materials basis, documented separately in-writing by the Parties; and

(b) Client agrees that any Post-Implementation Period Work must be scheduled separately. Client acknowledges that Innovative does not guarantee the availability of Innovative professional services staff beyond the Implementation Period except with prior written agreement between the Parties.

4.4 Acceptance of Implementation. Client shall accept the proper implementation of the Hosted Services within thirty (30) days of the end of the Implementation Period unless Client notifies Innovative of any non-conformity between the Hosted Services and the Documentation during such thirty (30) day period. In which case, Innovative's sole responsibility, at Innovative's discretion, is to correct such nonconformity or replace that Hosted Services. Client shall be provided with an acceptance form that Client must sign before Innovative may move the Hosted Services into production. Upon signature of the acceptance form, Client acknowledges that it has reviewed all Documentation furnished to it by Innovative, and based upon such review Client

agrees that the Hosted Services functions represented by such Documentation are the functions and outputs which Client has requested.

4.5 Payment of Implementation Fees. Professional services fees related to Implementation Period are listed on the applicable Order Form. Client shall pay all professional services fees related to the Implementation Period at the end of the Implementation Period as provided in the General Terms.

4.6 Implementation Period: 30 days

5. HOSTED SERVICES DETAILS

5.1. Client Sources. Multiple Client Sources may be processed by the Hosted Services. Details about how the Client Sources are to be configured will be identified during the Implementation and defined in the Documentation.

5.2. File Transfer. All Client Sources will be transmitted to Innovative via Secure FTP over Secure Sockets Layer (SSL) or Secure Shell (SSH) for data security. Any other transfer mechanism must be agreed by both Parties.

5.3. Automated Processing. Client Sources may be submitted for scanning at any time. In order to be processed, the Client Source must meet the defined file format and naming conventions specified in the Documentation.

6. FUNCTIONALITY AND THIRD PARTY DATABASES

6.1 The Hosted Services use will be measured on a cumulative basis and/or transactional basis.

6.2 Third Party Databases. Enlighten® PostLocate® may use certain third party databases as indicated on the Order Form (for example, USPS database or a separately provided geocoding database). For all third party databases included in the Order Form, such third party database is the copyright and intellectual property of Innovative's respective third party licensors. Client agrees that such third party databases cannot be commercialized in whole or in part, or distributed to other third parties for any reason whatsoever. Client agrees to use such third party databases for internal business purposes only.

6.3 Other functionality may be included as detailed in the applicable Order Form.

7. SYSTEM SECURITY; PROTECTION OF DATA

7.1. System Security. Innovative shall at all times during any Term provide and maintain reasonable up-to-date security technology with respect to the Hosted Services to prevent unauthorized access, disclosure or "hacking" of the Hosted Services and Client data.

7.2. Data Security - Protection of Client Data. Innovative acknowledges and agrees that all Client data transmitted, accessed or processed as part of the Hosted Services is Confidential Information. In addition to the other requirements of the Agreement, Innovative will maintain safeguards against misuse of Client data in the possession of Innovative which are no less rigorous than those maintained by Innovative for its own information of a similar nature. Innovative shall bind its employees and service providers to privacy and security obligations consistent with this Agreement.

8. ASSUMPTIONS AND VOLUME LIMITATIONS

8.1. Client Data Frequency and Volumes. It is anticipated that the Client will perform an initial scan of Records and then send regularly scheduled files for scanning (if subscribing to automated processing and to perform batch scanning). Processing volumes and other limitations are listed on the applicable Order Form. Automated processing will be performed with the rescreening frequency listed on the applicable Order Form. The latest stored version of the Client Source will be run against the subscribed Compliance List(s).

8.3. Volume Limitation and Increments. The processing volumes will be limited to the maximum number(s) listed on the applicable Order Forms. It is the Client's responsibility to inform Innovative of any such increase in volumes immediately on occurrence. If the Client exceeds the maximum numbers in the Order Form, Innovative will invoice Client for the overage at a rate of 1.5 times (1.5x) the Client's per-Record or per-transaction rate, unless otherwise negotiated by Innovative and Client.

9. FEES AND PAYMENT

9.1. Fees.

9.1.1. Remote Professional Services Fee shall include: Establishing screening rules for up to two (2) Client Sources, setup, testing, and two (2) hours of User Training according to Section 3.2.

9.1.2. Annual Fee. The Hosted Services shall be made available for an annual Fee. Annual Fee shall include use of the Hosted Service for automated processing. All Fees are listed on the applicable Order Form.

9.2. Fee Increases. After the expiration of the Initial Term or a Renewal Term (as the case may be), the Fees may be increased as of any anniversary of the Effective date provided Innovative has given Client at least thirty (30) days' prior notice.

9.3. Additional Consultancy. Other than where necessary for maintenance purposes, any additional Professional Services during the Initial Term and/or any Renewal Term will be invoiced at Innovative's then-current consultancy rate per day plus applicable tax. Travel and living expenses will be billed at cost. Such charges will always be subject to Innovative seeking prior written approval in a Change Order from Client before being incurred and charged.

9.4. Change Orders. Additional installation fees may be incurred for additional Client Sources and for any changes to the automated processing; these changes will be defined in a Change Order. A separate quote will be issued for each Change Order using the consultancy rate stated above.

9.5. Payment Term. Innovative will invoice as provided in the General Terms.

10. WARRANTY DISCLAIMER

10.1. Innovative does not guarantee or warrant the availability or updating of any underlying information or data in any third party database. In the event that Innovative cannot continue to provide a third party database due to non-availability of underlying information or data and Innovative charged an Annual Fee for such third party data, the fees for such third party data, if any, as set forth in the respective Order Form shall be reduced pro rata.

10.2. Innovative does not guarantee or warrant the accuracy or completeness of any information, data or results from the Hosted Services. Client accepts all data and results "AS IS." For this reason, Client shall not rely on the accuracy or completeness of results provided through the Hosted Services. Innovative provides no warranties, express or implied concerning the veracity of individual names and addresses, or the accuracy or completeness of any third party database. Innovative is not responsible for the decisions or actions of the Client in interpreting or using the third party database.

10.3. EXCEPT AS PROVIDED IN SECTION 13 OR ELSEWHERE IN THE AGREEMENT, INNOVATIVE MAKES NO REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED REGARDING MERCHANTABILITY, SUITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. INNOVATIVE DOES NOT REPRESENT OR WARRANT THAT ITS SERVICES WILL BE UNINTERRUPTED, OR ERROR-FREE. Innovative does not guarantee or warrant the security of any information provided by Client to Innovative via email.

10.4. Beyond this, Innovative is not liable for errors, damage to the data transmission's quality or other problems originating in the Internet or arising from the Client's software or hardware, for which Innovative is not responsible and which complicate or prevent the use of the functions of a Hosted Service.

11. USE OF CLIENT NAME; PUBLICITY. All media releases, public announcements and public disclosures by either Party relating to the Agreement or the subject matter of this Agreement, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing Party, shall be coordinated with and approved by the other Party prior to release, except that Innovative may use the Client's name in client lists without prior approval. For usage in such lists, Innovative shall have any right to use the names, logos, symbols, trade identities and any other trademarks of Client. Innovative will not directly or indirectly obtain or attempt to obtain during the term of this Agreement or at any time after termination or expiration of this Agreement, any right, title or interest in or to the Client marks.

12. TERM. The Initial Term of this Schedule is for the duration described on the applicable Order Form commencing on the Effective Date. After the expiration of the Initial Term, the Schedule shall automatically renew with the applicable Order Form as described in the General Terms.

13. MUTUAL REPRESENTATIONS AND WARRANTIES. Each party represents and warrants to the other party that:

13.1. The Party has the requisite corporate power and authority to enter into this Schedule and to carry out the transactions contemplated by this Schedule;

13.2. The execution, delivery and performance of this Schedule and the consummation of the transactions contemplated by this Schedule have been duly authorized by the requisite corporate action on the part of such party;

13.3. The execution, delivery and performance of this Schedule and the consummation of this Schedule shall not constitute a material default under any material contract by which it or any of its material assets are bound; or an event that would, with notice or lapse of time, or both, constitute such a default.

14. COMPLIANCE WITH LOCAL LAW. Client agrees, at its own expense, promptly to take such steps and execute such documents as may be required to satisfy any law or requirements in Client's country with respect to registering, declaring, filing, recording or otherwise rendering this Agreement valid, including, but not limited to, if agreed, securing valid entry and exit visas for Innovative, its employees or agents with respect to Innovative's services under this Agreement or which may be necessary to protect Innovative's rights and Client's rights under this Agreement or as may be necessary to remit any fees due to Innovative. Client represents that the Fee(s) are not subject to withholding tax by any taxing authority.

15. TRANSFER OF DATA. For the purpose of processing Client's data through Innovative's Hosted Services pursuant to this Agreement, Client expressly authorizes the transfer of such Client data to Innovative's server provider in a country specified on the applicable Order Form. In providing this authorization, Client certifies that it has received all necessary approvals and consents and does so in compliance with applicable law and regulation. The Parties may agree to change the server location at any time, subject to executing a signed amendment to the Order Form.