

**FINSCAN® 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:

"Ad Hoc Search Component" or "Ad Hoc Search" means the access to and use of the Hosted Services by Client for the purpose of matching a single customer input Record against the subscribed Compliance Lists.

"API/Web Service Call" shall mean Client's use of FinScan® through a third party application to perform a transaction, which will include, at a minimum, matching a single customer input Record against the subscribed Compliance Lists.

"Batch Load Component" or "Batch Screening" means the access to and use of the Hosted Services by Client for the purpose of matching a large group of customer input Records against the subscribed Compliance Lists.

"Compliance List" means the then-current version of a list which includes data provided by governmental and/or third party sources that has been processed and refined by Innovative's data normalization process. The Compliance

List(s) against which Client's data will be processed are set forth in the Order Form.

"Confidential Information", in addition to the definition in the General Terms, also means the FinScan® 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, 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 an 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.

"Organization(s)" means a separate business unit within a single FinScan® 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.

"Review Component" means the access to and use of the Hosted Services by Client for the purpose of manually evaluating the potential matches between the customer input Records and list records generated by the Batch Load Component.

2. SYSTEM OVERVIEW

2.1. Description. "FinScan®" or "Hosted Service" means the current version of the FinScan® application, a proprietary software application and website designed and marketed by Innovative as part of its Hosted Services for the purpose of matching names and addresses against lists published by various government agencies or third party commercial providers. The FinScan® application provides Client the ability to run customer Records through a scanning process designed to identify possible matches within the subscribed Compliance List(s). Results of the scanning against the Compliance List(s) for each

- Client Source will be accessed via a secure website hosted by Innovative. Email notifications will be sent when the results are available for review. An interactive (real time) search against the Compliance List(s) can also be accessed by the User via the website. The Hosted Services only operate with the following: Windows platform and SQL Server database management system, unless otherwise specified on an applicable Order Form.
- 2.2. Compliance List(s).** Client will be allowed to scan Records against the Compliance Lists to which it subscribes using the interactive search facility from the website. The frequency of updates and turnaround time involved in the Compliance List management process varies for each list.
- 2.3. Assets.** The Order Form lists the assets being licensed as part of the Hosted Services. Client is being provided access to one (1) production environment and one (1) test/development environment of the Hosted Services, unless otherwise stated on the Order Form.
- 2.4. Asset Restrictions.** The use of the Hosted Services is limited to the number of environments, as detailed in section 2.3, Organizations, and Software Instances as specified on the Order Form (if applicable).
- 2.5. Limitations.** Client agrees to use the data and information obtained through FinScan® solely for the purpose of performing its duties and obligations with respect, but not limited, to applicable law and regulation. Client will not use FinScan® other than for its own internal business purposes. For Client's using the Hosted Services in the United States, Client agrees and acknowledges that it will comply with the following use limitations on FinScan® (a) not to use the data in contravention of the Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.); (b) not to use the data in violation of the Drivers Privacy Protection Act (18 U.S.C. Section 2721 et seq.); and (c) not to use the data other than pursuant to an exception of the privacy provisions of the Gramm-Leach-Bliley Act (15 U.S.C. Sec. 6801 et seq.). Client agrees and acknowledges that it will comply with the following general use limitations on FinScan® regardless of location: (a) not to use the data in violation of such other law or legislation that is current or may be enacted in the future that Innovative determines limits the use of FinScan® by Client; or (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 FinScan® 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 (or as otherwise mutually agreed-to).

3. FINSCAN® WEBSITE AND SUPPORT

- 3.1. Functionality.** Matches identified by a scan may be reviewed using the FinScan® application. Client will have administrative functionality within the FinScan® application, e.g. creating Users and resetting passwords.
- 3.2. Maintenance and 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). 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. Maintenance and support services shall include timely telephone and electronic support for the then-current Version of the Hosted Services. Innovative's support obligations shall be limited to causing the then-current supported Versions of the Hosted Services to perform substantially in accordance with the Documentation. All reported problems shall be reviewed by Innovative pursuant to Innovative's then-current Customer Support Policy (as may be updated from time-to-time by Innovative and is available upon request). Maintenance services shall include any Enhancements to the Hosted Services that Innovative makes, at its own discretion, but shall not include any Extensions of the Hosted Services.
- 3.3. 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.
- 3.4. Up-time Commitment.**
- 3.4.1.** Innovative shall use commercially reasonable efforts to ensure that the FinScan® website has a Quarterly Uptime of 98%, excluding any Downtime Exclusions ("Up-time Commitment"). Innovative shall be responsible for determining the Quarterly Uptime for the FinScan® website, in its sole discretion. Innovative's calculations for determining a particular Quarterly Uptime amount can be provided to Client upon request.
- 3.4.2.** For the purposes of this Section:
- (a) "Downtime Exclusions" shall include (1) Scheduled Downtime, (2) downtime caused by factors outside of Innovative's reasonable control, including, without limitation, a force majeure event, server provider-related problems or issues, or Internet access or related problems occurring beyond the point where Innovative maintains access and control over the Hosted Services; and (3) result from any Client-related software, hardware, or other technology (except for such equipment under Innovative's control).
- (b) "Scheduled Downtime" shall typically occur 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 Downtime 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.

(c) "Quarter", for the purpose of this section, shall consist of three (3) calendar months: January through March; April through June; July through September; October through December.

(d) "Quarterly Uptime" means the difference between 100% of the minutes in a Quarter excluding minutes associated with Downtime Exclusions and the percentage of the minutes of Unscheduled Downtime for such Quarter.

(e) "Unscheduled Downtime" means that the FinScan website is not available for use, excluding Downtime Exclusions.

3.5. **User Training.** Innovative will provide training as part of the implementation for any Users of the FinScan® application. 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.

3.6. **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 FinScan® 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 FinScan® hardware or software at any time for the purpose of, but not limited to, fixing defects or applying Enhancements.

3.7. **Supported Version.** Innovative shall only provide maintenance and support for the then-current Version of FinScan®. Innovative reserves the right to require an upgrade to the latest Version of FinScan® should Innovative determine that technology no longer supports or allows access to the Client's then-current FinScan® system.

4. IMPLEMENTATION AND ACCEPTANCE

4.1. FinScan® 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 Professional Services 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 FinScan® will be installed or accepted on a certain date or that the Implementation Period will be sufficient for a complete installation and testing of FinScan®.

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 FinScan® 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 provide authorization (email authorization from Client contact sufficient) before Innovative may move FinScan® into production. Upon authorization from Client to move FinScan into production, 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 as detailed in the General Terms.

4.6 Implementation Period: 30 days

5. FINSCAN® BATCH SCANNING

5.1. Client Sources. Multiple Client Sources may be processed by FinScan®. 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.

5.4. Support. The FinScan® application is designed to be fully automated with email notifications sent at certain stages during the process. Any errors in the process will result in automated emails being sent to the Client and Innovative staff.

5.5. Batch Scanning. Client may conduct Batch Scanning against the Compliance Lists included on the Order Form. Batch Scanning is measured on a cumulative basis. The rescreening frequency for Batch Scanning is daily, unless otherwise provided on the applicable Order Form.

6. OTHER FINSCAN® FUNCTIONALITY

6.1 Ad Hoc Searches. Client may conduct Ad Hoc Searches against the Compliance Lists included on the Order Form. Ad Hoc Searches are measured on a transaction basis.

6.2 API/Web Service Calls. Client may perform API/Web Service Calls against Compliance Lists included on the Order Form if the assets required

for API/Web Service Calls are licensed on the Order Form and Client is authorized to perform API/Web Service Calls as part of the Order Form. API/Web Service Calls are measured on a transaction basis.

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. Information on data security measures in place can be provided on request.

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 Records 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. Compliance List(s). The Compliance List(s) and/or third party due diligence data that is subscribed to by the Client is listed on the applicable Order Form.

8.1.1. For details on the frequency of updates for a particular Compliance List, please contact Innovative. The underlying information and data in the Compliance Lists are neither the intellectual property of Innovative nor provided or updated by Innovative under this Agreement. The data is gathered either a) by Innovative from publicly available governmental sources, or b) from third party sources commercially subscribed to by Client on the basis of separate agreements between the Client and third parties ("Data File Agreement") to which Innovative is not a party. It is Client's responsibility to maintain the Data File Agreement with such third party. Client shall immediately notify Innovative if it no longer has a current Data File Agreement to access the Compliance List. The formatting and normalization of such data in the Compliance Lists by Innovative for processing by the Hosted Service will be subject to the Agreement. Innovative does not claim any proprietary or intellectual property rights in the underlying data of Compliance Lists. However, Client acknowledges that Innovative has significantly improved the accessibility of the list data, and that Innovative retains all intellectual property rights to these improvements.

8.1.2. At this time, the Fee includes integration to the Compliance List specified on the Order Form. If the Compliance List is being provided by a third party, the Client must have a current Data File Agreement with such third party to access the Compliance Lists specified to which Innovative is not a party. The Fee may change during the length of the Agreement if additional Compliance Lists are added to the Hosted Services. These will be subject to a revised Order Form to this Agreement signed by both Parties.

8.2. 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). Processing volumes and other limitations are 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. For Batch Screening purposes, each Record may be processed through the system multiple times (without limitation). It is the Client's responsibility to inform Innovative of any such increase in volumes immediately on occurrence. Other functionality such as API/Web Service Calls (if applicable) and Ad Hoc Searches, are processed on a transactional basis. 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. (By way of example, for Batch Screening purposes, the per-Record rate may be calculated by dividing the applicable annual Fee listed by the maximum limit(s) listed in the applicable Order Form.)

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 3.5.

9.1.2. Annual Fee. The Hosted Services shall be made available for an annual Fee. 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 as described in the General Terms.

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 of the Compliance Lists. Innovative shall have no liability in the event that a governmental or third party source declines to continue to provide or update such underlying information or data and, as a consequence, Innovative cannot update or continue to provide

Compliance List(s). In the event that Innovative cannot continue to provide Compliance List(s) due to non-availability of underlying information or data and Innovative charged an Annual Fee for such Compliance List, the fees for such Compliance List, 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 or data underlying any of the Compliance Lists. 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's sole obligations with respect to the Compliance List data shall be limited to: a) updating each Compliance List within a reasonable time after the publication of the update by the third party data provider, and b) ensuring that the Compliance List data is accurately transcribed and properly loaded in the Hosted Service.

10.3. Access to the Hosted Services is provided to Client solely for use as a competitive intelligence and research tool, and is not intended to suggest specific courses of action. 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. Innovative will not be responsible for any decisions with respect to the administration of the Hosted Services, including, but not limited to: a) establishing data processing procedures, b) developing matching and linking rules, and c) determining the status of any person, entity, group or government. All such decisions are Client's responsibility.

10.5. Innovative will not be responsible for false positives or false negatives resulting from Client's use of the Hosted Services.

10.6. 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 mutually-agreed in writing, securing valid entry and exit visas for Innovative, its employees or agents with respect to Innovative's services under this Agreement. 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.