TRUCE Software
SOFTWARE LICENSE AND SERVICES AGREEMENT

LAST UPDATED 10-07-2022

This Software License and Services Agreement (the "Agreement") is entered into as of the Effective Date by and between **Cellcontrol, Inc., d/b/a TRUCE Software** ("TRUCE") and the applicable customer who signs one or more Subscription Orders ("Customer").

This Agreement governs the use of the TRUCE System by Customer, including its Users and Administrators, under a non-exclusive license from TRUCE.

This Agreement consists of this cover page, together with one or more Subscription Order(s), and the following exhibits attached hereto and hyperlinked documents referenced therein (all of which are incorporated herein by reference):

Exhibit A	Standard Terms and Conditions
Exhibit B	Form of Subscription Order
Exhibit C	Documentation
Exhibit D	Service Level Agreement
Exhibit E	Privacy Policy
Exhibit F	Data Processing Addendum

All capitalized terms used in this Agreement (including in any of the exhibits) and not specifically defined herein shall have the meaning set forth in the Standard Terms and Conditions.

1. **Definitions:** As used in this Agreement, the following capitalized terms shall be defined as follows:

    a. "Administrator" means an employee of Customer who is expressly authorized by Customer to exercise administrative privileges on behalf of Customer with respect to the TRUCE System.

    b. "Affiliate" means any entity that controls, is controlled by or is under common control with TRUCE or Customer (as applicable). As used in this definition, the term "control" means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of the specified entity, whether through ownership of voting securities, by contract or otherwise.

    c. "Applicable Law" means, with respect to any person, all laws, Data Protection Laws, statutes, codes, acts, treaties, ordinances, orders, judgments, writs, decrees, injunctions, rules, regulations, deed, and other land restrictions governmental approvals, licenses, permits, directives, and requirements, of all Governmental Authorities, in effect at any time or from time to time and, in each case, applicable to or binding upon the person, or the performance of the Services and all codes, standards, or requirements necessary to perform the Services in accordance with accepted industry practices prevailing at the time and place where the Services are being rendered or utilized.

    d. "Confidential Information" means confidential, proprietary or non-public knowledge, data or information in any way relating to the business of TRUCE or Customer (as applicable), its affiliates and/or any of their respective current or former shareholders, investors, directors, officers, employees, representatives, agents and/or partners, in any format now or hereafter known (including, without limitation, printed, digital, numerical, text-based, machine-readable, verbally-transmitted or otherwise). Confidential Information includes, without limitation, information relating to trade secrets, pricing, fees, sales and marketing strategies, customer lists, potential investments and/or acquisitions, or the manner or method of conducting business. However, "Confidential Information" specifically excludes information which (i) is disclosed or becomes generally available to the public other than as a result of a disclosure by the receiving party or its agents, (ii) becomes available to the receiving party on a non-confidential basis from a source other than the disclosing party, provided that such source is not known by the receiving party to be bound by a confidentiality agreement with or other obligation of secrecy to the disclosing party, or (iii) is or was independently developed by the receiving party, without violation of any obligation of confidentiality to the disclosing party.

    e. "Contract Period" means the Initial Period or any Renewal Period, as applicable.

    f. "Covered Environment" means the specific area(s) of Customer's workplace intended to be covered by the TRUCE System. A Covered Environment may include, without limitation, vehicles, heavy machinery, warehouses, job sites or other workplace locations.

    g. "Customer Data" means data which is (i) delivered by Customer to TRUCE or (ii) otherwise obtained from Customer or any of its Affiliates by TRUCE in connection with the performance of the Services or the provision of the TRUCE System to Customer.

    h. "Customer Personal Information" means Personal Information relating to Users or Administrators which is delivered by Customer to TRUCE. For clarity, Customer Personal Information is a subset of Customer Data.

    i. "Data Processing Addendum" means TRUCE's Data Processing Addendum, the details of which are provided on Exhibit F annexed hereto, and provisions relating to which are set forth in Section 21.

j. "Data Protection Laws" means all laws and regulations relating to data privacy and security, including, without limitation, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council the European Union of 27 April 2016 ("GDPR") and the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"), in each case to the extent applicable to the party having the obligation to comply.

k. "De-Identified Data" means data that has been anonymized, aggregated and/or otherwise processed in such a way that (i) all Personal Information has been removed therefrom and (ii) such data can no longer be attributed to a specific individual by reasonable means without the use of additional information (where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual).

l. "Destructive Elements" means computer code, programs or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of the TRUCE System or any other associated software, firmware, hardware, computer system or network (including without limitation "Trojan horses", "viruses", "worms", "time bombs", "time locks", "devices", "traps", "access codes", or "drop dead" or "trap door" devices) or any other harmful, malicious or hidden procedures, routines or mechanisms that would cause the TRUCE System to cease functioning or to damage or corrupt data, storage media, programs, equipment or communications, or otherwise interfere with operations.

m. "Documentation" means documentation that describes the TRUCE System which is annexed hereto as Exhibit C.

n. "Good Industry Practices" means the generally accepted practices, methods, skill, care, techniques, and standards employed by experienced and skilled professionals, including those of the International Organization for Standardization, the National Institute of Standards and Technology, and other similar persons with respect to the Services performed pursuant to this Agreement.

o. "Governmental Authority" means any legislature, court, tribunal, arbitrator, or arbitral body, authority, agency, commission, division, board, bureau, branch, official, or other instrumentality of the United States, or any domestic state, county, parish, city, tribal, or other political subdivision, governmental department, or similar governing entity, and including any governmental or quasi-governmental body with governmental powers of authority.

p. "Initial Period" has the meaning set forth in Section 2 below.

q. "License" has the meaning set forth in Section 3 below.

r. "Operating Software" means the proprietary software for the TRUCE System which is provided by TRUCE for installation on a User Device, and has the capability of reducing or minimizing the functionality of that User Device when that User Device is located in a Covered Environment. In configurations of the TRUCE System which include a TRUCE Beacon, the Operating Software interacts with the TRUCE Beacon.

s. "Personal Data" or "Personal Information" has the meaning given to those terms under Applicable Law.

t. "Privacy Policy" means TRUCE's Privacy Policy, the details of which are provided on Exhibit E annexed hereto.

u. "Remote Management Console" means the hosted internet-based, password-protected management interface for the TRUCE System that Administrators may access to control individual policies and requirements for each UserID. The Remote Management Console enables Administrators to add or remove Users from Customer's account and to set, change, and monitor rules and policies for groups of Users or for individual Users.

v.   "Renewal Period" has the meaning set forth in Section 2 below.

w.   "Services" means the services to be performed by TRUCE for Customer pursuant to this Agreement, including in relation to the provision of the TRUCE System.

x.   "SLA" means the Service Level Agreement annexed hereto as Exhibit D.

y.   "Standard Terms" means the Standard Terms and Conditions annexed hereto as Exhibit A.

z.   "Subscription Order" means a purchase order for a customer of TRUCE to license the right to access and use the TRUCE System on a subscription basis. The form of TRUCE's standard Subscription Order is annexed hereto as Exhibit B.

aa. "Subscription Order Start Date" means, with respect to each Subscription Order, the earlier of (i) the first date on which the TRUCE System is operational and ready for use by the first User under that Subscription Order or (ii) thirty (30) days after the date on which the last of TRUCE or Customer has signed that Subscription Order.

bb. "Term" has the meaning set forth in Section 2 below.

cc. "Third Party Equipment" means User Devices and any and all other third party hardware, software or other accessories (including, without limitation, cell phones, tablets, computers, servers, modems, routers, cables and/or connectors) that may be necessary or appropriate in connection with Customer's use of the TRUCE System.

dd. "Third Party Services" means any and all third party services (including, without limitation, service plans that provide cell phone service, wireless internet service, SMS and/or MMS texting services and/or other data services) that may be necessary or appropriate in connection with Customer's use of the TRUCE System.

ee. "TRUCE Beacon" means the proprietary hardware device and the software installed thereon which is provided by TRUCE for installation in a Covered Environment in connection with certain configurations of the TRUCE System. The TRUCE Beacon has wireless communication capabilities for communicating with the Operating Software.

ff. "TRUCE System" means the system of software, services and hardware known as "TRUCE" which is designed to provide protective measures to enhance safety in a vehicle, location or other environment. The TRUCE System includes, without limitation, the Operating Software (including the TRUCE mobile application), the Remote Management Console and TRUCE Beacons (in certain configurations), together with any associated services, documentation, online functionality, updates and/or upgrades provided by TRUCE in connection therewith.

gg. "User" means an employee or independent contractor of Customer who is expressly authorized by Customer to use the TRUCE System pursuant to the License granted to the Customer under the Agreement. The number of Users covered by the License is specified in the Subscription Order(s); and Customer is not authorized to increase the number of Users without TRUCE's express written authorization. However, if TRUCE discovers that the number of Customer's employees or independent contractors actually using the TRUCE System exceeds the number of authorized Users specified in the Subscription Order(s), then TRUCE will have the right to issue an additional Subscription Order to increase the number of authorized Users and to charge additional fees to Customer for the additional Users on the basis of the per-User rates specified in previous Subscription Order(s).

hh. "User Device" means a mobile or other handheld device (e.g., cell phone, smartphone, tablet, laptop, etc.) which is owned and/or used by a User and intended to be covered by the TRUCE System.

ii. "UserID" means a unique identification number issued or assigned to each User.

2. **Term:**

   a. Duration of Agreement. This Agreement commences on the Effective Date and continues until all Subscription Orders entered into pursuant to this Agreement have expired.

   b. Term of Subscription Order(s).

      i. The License granted to the Customer under each Subscription Order will be effective for a period commencing on the Subscription Order Start Date and continuing until the expiration of the "Initial Period" set forth in that Subscription Order (the "Initial Period"). If for any reason any Subscription Order does not specify the duration of the Initial Period, then the Initial Period under that Subscription Order will be twelve (12) months.

      ii. Following the Initial Period of each Subscription Order, that Subscription Order will automatically renew for a series of successive one (1) year renewal periods (each such renewal period, a "Renewal Period" and, together with the Initial Period, the "Term").

      iii. Notwithstanding the foregoing, each of TRUCE and Customer will have the right to terminate the Term of each Subscription Order as of the end of the Initial Period or any Renewal Period, and for any reason (or no reason), upon not less than sixty (60) days' prior written notice to the other party. For the avoidance of doubt, however, neither Customer nor TRUCE will have any right to terminate the Term of any Subscription Order or to cancel this Agreement prior to the end of the then-current Contract Period for any reason, except as expressly provided in Section 23.a. below.

3. **Grant of License:** The TRUCE System is a proprietary system that is owned by TRUCE. It is licensed and not sold. Customer's rights to use the TRUCE System are limited and subject at all times to the terms and conditions of the license set forth in this Agreement. TRUCE hereby grants to Customer a limited, non-transferable, non-sublicensable, non-exclusive license to install and use the TRUCE System, during the Term, for Customer's own internal business purposes and only for the number of Users specified in the Subscription Order(s), in accordance with the Documentation, and subject to the terms and conditions set forth herein (the "License"). TRUCE agrees that any of Customer's Affiliates may purchase a License pursuant to this Agreement, by entering into one or more Subscription Order(s) with TRUCE (which will constitute a separate and independent agreement between TRUCE and the applicable Affiliate of Customer); and in such event, the applicable Affiliate of Customer will be deemed a "Customer" hereunder. The License includes (a) the ability for one or more Administrators to access and control the policies and requirements of each UserID through the Remote Management Console, and (b) where applicable, to install and/or use one or more TRUCE Beacons in Covered Environments (i.e., if TRUCE Beacons are deployed as part of Customer's configuration of the TRUCE System). All rights in the TRUCE System other than those specifically granted to Customer under this Agreement are expressly reserved by TRUCE. Without limiting the foregoing, TRUCE will retain ownership of all TRUCE Beacons provided for Customer's use pursuant to this Agreement. Within thirty (30) days of any expiration or termination of this Agreement, Customer shall return all such TRUCE Beacons to TRUCE, at Customer's expense, in the same condition in which they were provided, normal wear and tear excepted.

4. **Fees and Payments:**

   a. Pricing: The monthly subscription fee per User to be paid by Customer will be specifically stated in each Subscription Order, and will apply for the duration of the Initial Period under that Subscription Order. Upon the commencement of each Renewal Period, the monthly subscription fee per User under the applicable Subscription Order will increase by an amount not to exceed three percent (3%) of the monthly subscription fee per User during the immediately preceding Contract Period.

   b. General: Customer shall pay TRUCE all fees associated with the License herein granted to Customer, in accordance with the terms of the Subscription Order(s) signed by Customer and TRUCE, and TRUCE's invoices issued pursuant thereto. Except as otherwise set forth in a Subscription Order, all payments are due within forty-five (45) days of the invoice date. All payments shall be non-refundable, and made without

any deduction, setoff or bank charges. Late payments (other than amounts that are the subject of a legitimate dispute) will accrue interest at the lesser of one and one-half percent (1.5%) per month or the maximum allowable interest under applicable law, from the due date until paid. Customer shall also pay TRUCE's reasonable and customary costs of collection, including TRUCE's reasonable attorneys' fees and court costs, in connection with all late payments. The fees due to TRUCE do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with the License of the TRUCE System hereunder. If TRUCE has the legal obligation to pay or collect Taxes for which Customer is responsible, then TRUCE will invoice Customer for the applicable amount of such Taxes, and Customer will pay the invoiced amount to TRUCE, unless Customer provides TRUCE with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, TRUCE is solely responsible for taxes assessable against it based on its income, property and employees.

5. **TRUCE Beacons:**

   a. As part of the License granted to Customer to access and use the TRUCE System, TRUCE will provide Customer with a number of TRUCE Beacons to be mutually agreed upon, but not to exceed the number of Users specified in the Subscription Order(s). Notwithstanding the foregoing, upon Customer's request, TRUCE will provide Customer with additional TRUCE Beacons ("Additional TRUCE Beacons"). (For example, Customer may wish to have "spare" TRUCE Beacons, or to provide coverage for the TRUCE System in multiple Covered Environments per User.) In such event, the number of Additional TRUCE Beacons, and the additional fees payable to TRUCE for those Additional TRUCE Beacons, will be listed on the Subscription Order(s). For the avoidance of doubt, any and all TRUCE Beacons provided by TRUCE to Customer are for use only by the number of Users specified in the Subscription Order(s); and TRUCE's provision of Additional TRUCE Beacons, if any, shall not authorize or entitle Customer to increase the number of Users authorized to access or use the TRUCE System under the License.

   b. If any TRUCE Beacon provided by TRUCE is defective, then Customer's sole and exclusive remedy will be to return the defective unit and TRUCE shall send a replacement TRUCE Beacon, at no charge. This exclusive remedy is an essential condition of this Agreement.

   c. If any TRUCE Beacon is lost or damaged after it has been initially delivered to Customer, then Customer shall be required to reimburse TRUCE in the amount of $74 for the replacement cost of that lost or damaged TRUCE Beacon.

6. **Third Party Services and Third Party Equipment:** Customer expressly acknowledges and agrees that: (a) use of the TRUCE System may require the use of Third Party Services and Third Party Equipment, including without limitation, that which is needed to distribute the TRUCE System to Users and Administrators, and to communicate with TRUCE's servers via data or SMS (text) transmissions; (b) Customer and/or its Users shall be solely responsible for obtaining any and all such Third Party Services and Third Party Equipment; (c) the use of the TRUCE System by Customer and its Users may result in fees or charges imposed by the providers of such Third Party Services and/or Third Party Equipment; and (d) Customer and/or its Users shall be solely responsible for paying any and all such fees and/or charges. TRUCE is not responsible for the speed, quality, availability, or support of any connectivity, including, but not limited to, cellular, Wi-Fi, satellite, data hosting, or other service.

7. **Responsibility for Safety:** Customer expressly acknowledges and agrees that the TRUCE System is not a guarantee or assurance, and is not intended to be and cannot be considered or relied upon as a guarantee or assurance, of the personal safety of the Users or any other person located in any Covered Environment in which the TRUCE System may be usable, accessible or installed. Maintaining the safety of any Covered Environment is ultimately the responsibility of Customer and the Users. Furthermore, there are many ways in which a User may be distracted, many of which do not involve a User Device. Customer also expressly acknowledges and agrees that any modification to, tampering with or disabling of any portion of the TRUCE System (including any TRUCE Beacon or Operating Software) is expressly prohibited under this Agreement. Without limiting the foregoing (or the provisions of Sections 14 through 18 below), TRUCE shall have no liability

or indemnification obligation for (a) the negligence of any User while driving or operating a vehicle or any other equipment in a Covered Environment, or (b) any instance where any modification of, tampering with, or disabling of any portion of the TRUCE System has occurred or been attempted by Customer or any of its Users or other employees or agents.

8. **Notifications Policy:** Customer expressly authorizes TRUCE to send notifications to Customer, its Administrators and/or Users, in a succinct and professional manner, via (a) the Remote Management Console, (b) push notification functionality, (c) emails or (d) text messages in furtherance of the maintenance, operation and/or administration of the TRUCE System pursuant to this Agreement. For clarity, however, TRUCE will not send or serve any advertisements or other marketing messages to Users.

9. **Users and Administrators:**

   a. <u>Users</u>. Each User (through the UserID associated with such User) will be governed by, and will be deemed to have agreed to be subject to, a set of rules and policies that will limit the functionality of his/her User Devices in a Covered Environment.

   b. <u>Administrators</u>. Customer shall designate one or more of its employees who will act as Administrators with respect to Customer's account under this Agreement. The TRUCE System will provide each Administrator with certain administrative privileges with respect to Customer's account within the TRUCE System (which other Users will not have), including the ability to access and control the rules and policies associated with the UserID for each User. The Administrator shall be solely responsible for authorizing, issuing and deauthorizing Users, administering security profiles of Users, and inputting data regarding the Users. Customer agrees that no User login credentials will be shared or otherwise utilized by two or more individuals at any time. Customer shall timely deauthorize all Users that are no longer authorized to have access to the TRUCE System. Customer will maintain, and will cause all Administrators to maintain, the security of all information relating to Customer's account access under this Agreement, including login credentials; and TRUCE shall have no responsibility for any loss, damages or liability in connection with any lost or stolen account access information except to the extent caused by TRUCE. At all times during the Term, Customer will ensure that there is at least one Administrator designated with respect to Customer's account. Customer will promptly cancel the UserID or other credentials of any Administrator or User who (i) ceases to be engaged by Customer as an employee or independent contractor, (ii) Customer no longer wishes to have access to the TRUCE System for any other reason, or (iii) Customer knows or reasonably believes is causing Customer to breach any provision of this Agreement or is in any way misusing the TRUCE System. Customer is responsible for all acts and failures to act of its Users, and for ensuring that all Users are permitted by applicable law to access the TRUCE System. TRUCE shall have no responsibility or liability for any damage or loss caused by the failure of Customer to deauthorize a User (e.g., a terminated employee). Customer will ensure that all Users and Administrators comply with all of the terms and conditions of this Agreement.

10. **Limitations On Use:**

   a. Customer shall not permit anyone other than Users and Administrators to access and/or use the TRUCE System under Customer's account.

   b. Customer shall not, and shall not permit others to, directly or indirectly (i) reverse engineer, decompile, disassemble or otherwise attempt to derive the source code or underlying ideas or algorithms of any part of the TRUCE System, (ii) modify, adapt, translate, alter, change or create derivative works of all or any part of the TRUCE System, (iii) download, copy or collect information that could be used to copy all or any part of the TRUCE System, or (iv) access or use all or any part of the TRUCE System for any purpose other than the uses expressly authorized in this Agreement.

   c. Customer warrants, represents, and covenants that it has and/or shall properly obtain from its employees and contractors all consents and permissions required by applicable law or regulation (including, without limitation, the permissions and consents required under and in accordance with GDPR, where and as applicable) in order for TRUCE to receive, use, store and process the personal information of such employees and contractors pursuant to this Agreement.

11. **Ownership:** The TRUCE System and all components thereof (including, without limitation, the Operating Software, TRUCE Beacons, Remote Management Console and all other hardware, software, code, interfaces, text, photographs, graphics, animation, applets, music, video and audio incorporated therein and the Documentation), and any trademarks, service marks, logos, taglines, trade names, trade dress, URLs and/or domain names related to the TRUCE System, and all intellectual property rights therein (including, without limitation, all rights under patent, copyright, trademark, and trade secret laws), are and shall remain the sole and exclusive property of TRUCE, throughout the universe and in perpetuity. Furthermore, if Customer or any of its Administrators or Users suggests new features or functionality that TRUCE, in its sole discretion, adopts for or incorporates in the TRUCE System, then all such new features or functionality will be the sole and exclusive property of TRUCE, and Customer (on its own behalf and on behalf of its Administrators and Users) agrees to and does hereby irrevocably grant, transfer, and assign automatically to TRUCE upon creation all right, title and interest in and to such new features or functionality, throughout the universe and in perpetuity, without any requirement for further notice or additional consideration. TRUCE reserves the right, in its sole discretion, at any time and without any obligation to notify Customer or any other liability to Customer, to update, improve, replace, modify or alter the specifications for and features and functionality of all or any part of the TRUCE System, provided that any such updates, improvements, replacements, modifications or alterations will not substantially reduce the functionality or features of the TRUCE System.

12. **Support:** TRUCE will provide support for the TRUCE System in accordance with the SLA.

13. **TRUCE's Representations and Warranties:** TRUCE represents and warrants the following only:

    a. TRUCE has the right, power and authority to enter into this Agreement and to grant the License herein grant to Customer in respect of the TRUCE System;

    b. The TRUCE System and the components thereof do not violate, infringe upon or misappropriate any patent, trade secret, trademark, copyright, or other intellectual property right of any person or entity;

    c. The TRUCE System and the services provided by TRUCE pursuant to this Agreement comply with all Applicable Laws, including, without limitation, all Data Protection Laws;

    d. During the Term, TRUCE shall take reasonable and customary precautions and perform customary quality control procedures, using the degree of skill, care, and judgment consistent with Good Industry Practices, to scan the TRUCE System for Destructive Elements on a regular basis, and to remove any such Destructive Elements from the TRUCE System; and

    e. During the Term, the TRUCE System will perform in conformity in all material respects with the Documentation and the SLA (the "Documentation and SLA Warranty").

14. **Disclaimer of All Other Warranties:** EXCEPT FOR TRUCE'S REPRESENTATIONS AND WARRANTIES SET FORTH IN SECTION 13 ABOVE, AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, TRUCE PROVIDES THE TRUCE SYSTEM ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS. CUSTOMER EXPRESSLY ASSUMES ALL RISKS AS TO THE SATISFACTORY QUALITY, PERFORMANCE, AND ACCURACY OF THE TRUCE SYSTEM, SUBJECT ONLY TO TRUCE'S EXPRESS REPRESENTATIONS AND WARRANTIES IN SECTION 13 ABOVE. TRUCE DOES NOT MAKE ANY WARRANTIES OTHER THAN AS EXPRESSLY STATED HEREIN CONCERNING THE TRUCE SYSTEM OR THE SERVICES; AND TRUCE EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, (A) ALL WARRANTIES WITH RESPECT TO MERCHANTABILITY, CONFORMITY TO ANY SPECIFICATION OR DESCRIPTION, EXISTENCE OF ANY LATENT OR PATENT DEFECTS, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, OR (B) ANY WARRANTY THAT THE TRUCE SYSTEM WILL MEET ALL OF CUSTOMER'S REQUIREMENTS, WILL OPERATE WITH ALL THIRD PARTY SERVICES AND/OR THIRD PARTY EQUIPMENT, OR THAT THE USE OF THE TRUCE SYSTEM WILL BE ERROR FREE. THESE DISCLAIMERS OF WARRANTIES ARE AN ESSENTIAL CONDITION OF THE AGREEMENT.

15. **Limitations of Liability:** NOTWITHSTANDING ANYTHING TO THE CONTRARY EXPRESSED OR IMPLIED HEREIN:

a. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS OR LOST SAVINGS, WHETHER THE OTHER PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

b. IN NO EVENT SHALL TRUCE BE LIABLE TO CUSTOMER OR ANY OF CUSTOMER'S USERS, ADMINISTRATORS OR ANY OTHER EMPLOYEE, CONTRACTOR, AGENT OR OTHER PERSONNEL (THE "CUSTOMER PARTIES") FOR ANY OF THE FOLLOWING, WHETHER TRUCE KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES: (i) ANY CLAIM ASSERTED BY ANY THIRD PARTY (EXCEPT FOR THIRD PARTY CLAIMS SUBJECT TO TRUCE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 17); (ii) TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY CLAIMS OR DAMAGES RESULTING FROM DEATH OF OR INJURY TO ANY CUSTOMER PARTY OR ANY OTHER PERSON OR ENTITY ARISING OUT OF OR IN CONNECTION WITH THE INSTALLATION, USE, IMPROPER USE, OR INABILITY TO USE THE TRUCE SYSTEM; AND, (iii) ANY LEGAL FEES OR OTHER EXPENSES RELATED THERETO (EXCEPT IN CONNECTION WITH THIRD PARTY CLAIMS SUBJECT TO TRUCE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 17).

c. THE TOTAL LIABILITY OF TRUCE TO THE CUSTOMER PARTIES WILL BE LIMITED TO THE LESSER OF (i) CUSTOMER'S ACTUAL DIRECT DAMAGES, IF ANY OR (ii) TWO (2) TIMES THE CUMULATIVE PAYMENTS ACTUALLY RECEIVED BY TRUCE FROM CUSTOMER PURSUANT TO THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE; PROVIDED THAT THE FOREGOING LIMITATION ON LIABILITY SHALL NOT APPLY TO (X) TRUCE'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 17 BELOW OR (Y) TRUCE'S BREACH OF ITS OBLIGATIONS RELATED TO CONFIDENTIALITY UNDER SECTION 19.

d. THE LIMITATIONS SET FORTH IN THIS SECTION 15 SHALL APPLY EVEN IF ANY ABOVE-STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE, AND REGARDLESS OF THE FORM, NATURE OR TYPE OF CLAIM OR CAUSE OF ACTION ASSERTED, WHETHER IN CONTRACT, TORT OR OTHERWISE. THESE LIMITATIONS OF LIABILITY ARE AN ESSENTIAL CONDITION OF THE AGREEMENT, AND SHALL SURVIVE ANY TERMINATION OF THIS AGREEMENT, REGARDLESS OF THE REASON FOR SUCH TERMINATION.

e. Notwithstanding the foregoing, the parties acknowledge that, in some jurisdictions, applicable law does not allow the exclusion or limitation of incidental, consequential or special damages, the exclusion of implied warranties, or limitations on how long a given warranty may last, so some of the above limitations may not apply.

16. **Exclusive Remedy for Breach of Documentation and SLA Warranty:**

a. If TRUCE breaches the Documentation and SLA Warranty in Section 13.e. above, and Customer delivers written notice thereof to TRUCE within a reasonable time following Customer's discovery of the breach, then TRUCE will repair or replace the TRUCE System to conform to the Documentation and SLA Warranty.

b. Furthermore, if TRUCE fails to repair or replace the TRUCE System to conform to the Documentation and SLA Warranty within a reasonable time following receipt of Customer's notice, and such failure causes a material disruption to Customer's ability to use the core functionality of the TRUCE System as described in the Documentation or the SLA, then (i) TRUCE will refund to Customer any fees previously paid by Customer hereunder in respect of the period of time during which the TRUCE System failed to comply with the Documentation and SLA Warranty and (ii) Customer may exercise its termination rights in accordance with Section 23 below.

c. The remedies set out in this Section 16 are Customer's exclusive remedies for TRUCE's breach of the Documentation and SLA Warranty.

17. **Indemnification:**

a. Customer will indemnify, defend and hold harmless TRUCE and its affiliates, and their respective officers, directors, shareholders, employees, successors and assigns, from and against all losses, claims, judgments, liabilities, damages, fines, penalties, assessments, actions or causes of action (including reasonable attorneys' fees and court costs) (collectively, "Losses") to the extent arising out of any third party claim relating to or based upon (i) any use of the TRUCE System by Customer or any of its Users, Administrators or other employees, contractors or agents (except to the extent subject to TRUCE's indemnification obligations under Section 17.b. below), (ii) any breach by Customer of its obligations under this Agreement, or (iii) claims by any of Customer's employees, contractors, agents or other personnel for compensation of any kind, including for injuries or damages under workmen's compensation or similar laws.

b. TRUCE will indemnify, defend and hold harmless Customer and its affiliates, and their respective officers, directors, shareholders, employees, successors and assigns, from and against all Losses to the extent arising out of any third party claim relating to or based upon (i) any breach or alleged breach by TRUCE of any of its representations and warranties in Section 13.a., 13.b., 13.c. or 13.d. above, (ii) any breach by TRUCE of its obligations under Section 19 (Confidentiality) or Section 20 (Information Security).

c. Each party's indemnification obligation under this Section 17 shall be subject to the following: (i) the party entitled to indemnification (the "Indemnitee") shall notify the indemnifying party (the "Indemnitor") in writing promptly upon first learning of the claim or action giving rise to the indemnity (except that failure to promptly notify Indemnitor shall only excuse the indemnity obligation to the extent that the Indemnitor was materially prejudiced by such failure); (ii) the Indemnitor will have sole and exclusive control over the defense and/or settlement of such action or claim, except that: (A) if the Indemnitor is not diligently defending the claim or becomes unable to defend the claim, then the Indemnitee may assume control over the defense and/or settlement thereof; and (B) the Indemnitor shall not, without the Indemnitee's prior written approval, agree to any settlement of any claim that imposes on the Indemnitee any financial obligation or admission of liability; and (iii) the Indemnitee shall provide the Indemnitor with all reasonably requested information and assistance to defend and/or settle any such claim or action, at the Indemnitor's expense. This Section shall survive any termination of this Agreement, regardless of the reason for termination.

18. **Insurance**. During the Term and for a period of two (2) years thereafter, TRUCE will carry and maintain not less than the following insurance coverage:

   a. Commercial General Liability insurance with minimum limits of $1,000,000 for each occurrence and $2,000,000 in the aggregate; and

   b. Umbrella/Excess Liability insurance with a limit of not less than $5,000,000 in the aggregate;

   c. Professional Liability / Technology Errors & Omissions / Cyber insurance with a limit of not less than $5,000,000 in the aggregate;

   d. Automobile Liability insurance covering bodily injury and property damage in an amount not less than $1,000,000 per accident, covering the ownership, use and operation of any motor vehicles and trailers which are owned, leased or controlled by TRUCE and used in connection with this Agreement; and

   e. Workers' Compensation coverage as required by Applicable Law in any jurisdiction where work is performed by TRUCE employees who are engaged in the performance of services under this Agreement.

All insurance coverage required under this Section shall be provided by reputable insurance companies each of whom has a rating of A-/VII or better in the A.M. Best's Key Rating Insurance Guide. Upon Customer's request, TRUCE will provide Customer with Certificates of Insurance evidencing the foregoing Insurance Coverage, each of which will list Customer as an "additional insured." The insurance coverage required under this Section shall not be cancelled without providing thirty (30) days' prior written notice of cancellation to Customer. Furthermore, all such insurance Coverage shall be non-contributory with respect to any insurance or self-insurance maintained by Customer.

19. **Confidentiality:** During the Term, each of TRUCE and Customer may have access to certain Confidential Information of the other party. Each party agrees that it shall not directly or indirectly disclose, use, sell, license, publish, reproduce or otherwise make available to any person or entity any Confidential Information of the other party without the other party's prior written consent. Furthermore, each of TRUCE and Customer shall keep the terms of this Agreement strictly confidential and not disclose any of those terms to any person or entity except as may be required by law, provided that each such party may disclose the terms of this Agreement to its officers, directors, employees, attorneys, advisors, and/or other professional representatives who have a need to know such information, but only if such parties agree to maintain the confidentiality of such terms. Nothing in this Agreement shall prevent either party's disclosure of Confidential Information solely to the extent required to comply with applicable law or regulation or a valid order of a court of competent jurisdiction; provided that if either party receives a demand from a third party which purports to require disclosure of Confidential Information (e.g., a subpoena), such party shall notify and consult with the other party promptly following receipt of such demand or request (and prior to making any such disclosure), and cooperate with such other party in any efforts to oppose and/or limit such disclosure. For clarity, TRUCE's and Customer's obligations under this Section 19 shall exist (a) during the Term of this Agreement and (b) after the expiration or termination of the Term, as follows: (i) for Confidential Information other than trade secrets (as defined by applicable law), for three (3) years following the date of such expiration or termination; (ii) for trade secrets, for so long as such information is maintained by the holder thereof as trade secret and the trade secret status has not been lost as determined by court from which no further appeal is taken; and (iii) for Personal Information, forever. Without limiting the foregoing, TRUCE shall comply with the Privacy Policy.

20. **Information Security:**

    a. <u>Data Protection Laws</u>. TRUCE will comply in all material respects with applicable Data Protection Laws which may include the following, if and to the extent required thereunder: (i) establishing appropriate data protection policies and procedures concerning the collection, use, storage, retention, and security of Personal Information; (ii) implementing regular staff training, use testing, audits or other documented mechanisms to ensure and monitor compliance with such policies and procedures; (iii) appointing a data protection officer; (iv) maintaining complete, accurate, and up-to-date records of all Personal Information processing activities; (iv) carrying out and maintaining complete, accurate and up-to-date records of, all data protection impact assessments; and (v) issuing appropriate privacy notices to data subjects.

    b. <u>InfoSec Safeguards and Practices</u>. TRUCE will establish and maintain appropriate administrative, procedural, training, physical and technical safeguards and practices (the "<u>InfoSec Safeguards and Practices</u>"), consistent with Good Industry Practices, designed to protect the security, confidentiality and integrity of, and to prevent unauthorized access to and use of, Customer Data.

    c. <u>Notifications</u>. If TRUCE suspects or becomes aware of any incident that compromises or threatens the security, confidentiality, or integrity of Customer Data (an "<u>InfoSec Incident</u>"), then TRUCE will immediately provide Customer with written notice of the InfoSec Incident, and will promptly take all reasonable and appropriate steps to contain and mitigate any loss or damage which may result from the InfoSec Incident and to investigate, correct and remedy the InfoSec Incident.

    d. <u>SOC 2 Compliance and Certification</u>. Effective no later than January 1, 2021 and continuing for the duration of the Term, TRUCE will comply with SOC 2 and maintain SOC 2 certification; and upon Customer's request, TRUCE shall provide Customer with a customary attestation of such SOC 2 certification.

    e. <u>Audit Rights Prior to SOC 2 Certification</u>. At any time during the Term prior to the date on which TRUCE obtains SOC 2 certification, Customer will have the right, upon reasonable prior notice to TRUCE and at Customer's expense, to conduct an audit of TRUCE's InfoSec Safeguards and Practices and TRUCE's compliance with Data Protection Laws. Any such audit shall be conducted only by a qualified, independent third party who is experienced in conducting information security audits. If, as a result of any such audit, Customer believes that TRUCE is in breach of its obligations to comply with Data Protection Laws, then Customer will notify TRUCE promptly and in writing of the details underlying the alleged breach, to enable TRUCE to take the necessary steps to remedy the same.

21. **Data Processing Addendum**: If Customer has or may have employees or contractors who are residents or citizens of the European Economic Area and who are subject to the regulations under the European Union General Data Protection Regulation, the Data Processing Addendum shall apply.

22. **De-Identified Data:** Customer acknowledges and agrees that TRUCE will have the perpetual right to store, use and analyze De-Identified Data obtained through TRUCE's provision of the TRUCE System to Customer.

23. **Termination for Material Breach; Post-Term:**

    a. In the event either party commits a material breach of this Agreement, the other party may, upon thirty (30) days' prior written notice, terminate this Agreement; provided, however, that this Agreement shall not be terminated if, with respect to breaches that by their nature are capable of being cured, the breaching party cures the breach within thirty (30) days after receipt of the notice of breach.

    b. Upon expiration or termination of this Agreement, the License herein granted to Customer and all of Customer's rights with respect to the TRUCE System will immediately cease and terminate.

    c. Promptly following the expiration or termination of this Agreement, Customer will use good faith efforts to delete and permanently erase all instances of the TRUCE System from all devices and systems which are controlled directly or indirectly by Customer (including, without limitation, from all User Devices).

    d. Notwithstanding anything to the contrary expressed or implied herein, after the expiration or termination of this Agreement, the following will apply with respect to Customer Data:

        i.   TRUCE will retain Customer Data for a period of at least six (6) months following the expiration or termination of this Agreement (the "6-Month Post-Term Period"). (TRUCE may also retain Customer Data after the end of the 6-Month Post-Term Period, but will have no obligation to do so.)

        ii. If Customer wishes to obtain a copy of any or all such Customer Data from TRUCE, then Customer may do so by sending a notice to TRUCE at any time prior to the end of the 6-Month Post-Term Period, which notice must specify the Users in respect of whom such Customer Data is to be obtained. In such event, the License will be automatically extended for one (1) month solely in respect of the specified Users at the monthly rate per User in effect immediately prior to the end of the Term, to enable TRUCE to extract and provide the requested Customer Data to Customer.

        iii. Upon Customer's written request, TRUCE will delete and permanently erase all Customer Personal Information from all devices and systems which are controlled directly by TRUCE.

24. **Dispute Resolution:**

    a. <u>Time Limitation</u>. Any claim or action against TRUCE must be brought within twelve (12) months of the cause arising.

    b. <u>Agreement to Arbitrate</u>.

        i.   In the event of any dispute, claim, question or disagreement arising from or relating to the terms of this Agreement or the breach thereof, the parties hereto shall use good faith efforts to settle the dispute, claim, question, or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If the parties do not reach such solution within a period of thirty (30) days, then, upon notice by either party to the other, such dispute, claim, question or disagreement shall be resolved by binding arbitration in DuPage County, Illinois, in accordance with the Commercial Arbitration Rules (the "AAA Rules") of the American Arbitration Association (the "AAA"), subject to the limitations of this Section. This agreement to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. Notice of a

demand for arbitration shall be filed in writing with the other party hereto and with the AAA. The demand for arbitration shall be made within a reasonable time after the dispute has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such dispute would be barred by the applicable statute of limitations. The parties agree that one (1) arbitrator shall arbitrate the dispute. The arbitrator shall be selected by the joint agreement of the parties, but if they do not so agree within twenty (20) days after the date of the notice of a demand for arbitration referred to above, the selection shall be made pursuant to the AAA Rules from the panels of business arbitrators maintained by the AAA. The decision of the arbitrator shall be made in writing and shall be final. Judgment may be entered upon it in any court having jurisdiction thereof, and the decision shall not be subject to vacation, modification or appeal, except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act, the terms of which Sections the parties agree shall apply. The expenses of arbitration, including and the fees and expenses of the arbitrator and the AAA, shall be shared equally by the parties.

ii. The arbitrator will have no authority to award attorneys' fees, punitive damages, or any other monetary relief not measured by the prevailing party's actual damages and each party irrevocably waives any claim thereto. The award may include equitable relief. The arbitrator will not make any ruling, finding, or award that does not otherwise conform to the terms of this Agreement. The arbitrator may render a summary disposition relative to all or some of the issues, provided that the responding party has had an adequate opportunity to respond to any such application for such disposition.

iii. The parties agree to treat all aspects of the arbitration as confidential, as provided in the AAA Rules. Before making any disclosure permitted by the AAA Rules, a party shall give written notice to the other party and afford such party a reasonable opportunity to protect its interests. Further, judgment on the arbitrators' award may be entered in any court having jurisdiction.

iv. Notwithstanding the foregoing, any disputes or claims between the parties relating to the following matters will be subject to litigation rather than arbitration: (A) intellectual property (e.g., trademarks, trade dress, domain names, trade secrets, copyrights or patents); (B) any breach of the confidentiality provisions in Section 19; (C) any breach of the Information Security obligations in Section 20; or (D) any breach of the Data Processing Addendum, as applicable.

25. **Governing Law; Jurisdiction; Venue:** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois in the United States, without reference to its conflict of laws principles. Each party hereby consents to the personal jurisdiction of the State of Illinois, acknowledges that venue is proper in the state court in DuPage County, Illinois or federal court in the Northern District of Illinois, agrees that any action arising out of or related to this Agreement must be brought exclusively in a state or federal court in the State of Illinois, and waives any objection it has or may have in the future with respect to any of the foregoing. The parties expressly agree that this Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

26. **Force Majeure:** Neither party will be deemed to be in breach of its obligations under this Agreement by reason of its failure to perform its obligations hereunder if such failure is due to fire, flood, earthquake or other natural disaster; labor dispute; terrorist act or act of war; law, decree or order by any governmental authority; or any other similar cause beyond such party's control. However, in no event will the foregoing sentence excuse Customer's payment obligations hereunder.

27. **Waiver:** Failure or delay to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement will not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition of this Agreement. Any waiver or relinquishment of any right or power hereunder at any one or more times will not be deemed a waiver or relinquishment of that right or power at any other time.

28. **Severability:** All provisions of this Agreement apply to the maximum extent permitted by applicable law. If a court of competent jurisdiction finds any part of this Agreement to be invalid or unenforceable pursuant to applicable law, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable

provision that most closely matches the intent of the original provision and the remainder of this Agreement will continue in full force and effect.

29. **No Third-Party Beneficiaries:** Except as expressly set forth herein, nothing in this Agreement shall be construed as giving any person or entity (other than TRUCE, Customer and their respective successors and permitted assigns) any right, remedy or claim under or in respect of this Agreement or any provision hereof.

30. **Notices:** All notices required to be given pursuant to this Agreement shall be given in writing and delivered by fax, hand, certified first class mail, email or overnight courier, addressed to the receiving party at the contact information stated on the cover page. Each party will provide written notice to the other party in the event of a change in contact information. Notice shall be deemed given (i) on the day when sent by fax, with evidence of successful transmission retained; (ii) on the day when delivered by hand; (iii) three (3) days after mailing by first class mail with tracking receipt retained; (iv) one (1) day after delivering to a recognized overnight delivery carrier; or, (v) on the date sent by electronic mail, provided that confirmation is sent by one of the other foregoing methods.

31. **Compliance with Laws:** Customer and TRUCE shall each comply with all applicable laws and regulations (as may be implemented or amended from time tom time) in performing its obligations under this Agreement.

32. **Entire Agreement:** This Agreement (including all Subscription Order(s) and the Exhibits attached hereto) constitutes the entire agreement between the parties with respect to the use of the TRUCE System and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by the parties, except that the Privacy Policy and Data Processing Addendum may be modified by TRUCE from time to time in its discretion, in accordance with the provisions of Exhibit E and Exhibit F annexed hereto. Neither the course of conduct between parties nor trade practice will act to amend or modify any provision of this Agreement.

33. **Assignment:** Neither party shall assign this Agreement or any of its rights under this Agreement without the prior written consent of the other party (which shall not be unreasonably withheld); provided that either party may assign this Agreement, in whole or in part, to any person or entity owning or acquiring all or a substantial portion of the stock or assets of such party; and such rights may be similarly assigned by any such assignee. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs and permitted assigns.

34. **Marketing Rights:** Customer grants to TRUCE a limited, non-exclusive, royalty-free license to use Customer's name and approved logo to market and promote TRUCE and the TRUCE System, subject to the following conditions and limitations:

    a. TRUCE's rights to use Customer's name and logo shall only be permitted: (i) on TRUCE's website and/or (ii) in presentation materials (e.g., PowerPoint decks) created by TRUCE.

    b. In order to use Customer's name and logo in each instance, TRUCE must also include the names and logos of at least three (3) other customers of TRUCE; and the size of Customer's name and logo shall not be larger than the name and logo of any of such other customers.

35. **Counterparts and Electronic Signatures:** This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[END OF EXHIBIT A – STANDARD TERMS AND CONDITIONS]

EXHIBIT B
Form of Subscription Order

TRUCE Software

817 Ogden Ave. #551

Lisle, IL 60532

888-896-9753 (office)

225-218-0101 (fax)

Customer Information	
Customer Name:	
Customer Contact Person:	
Customer Address:	
Phone:	
Email:	

	Sales Executive:
Ship To Information	
Ship To:	
Address:	
If multiple addresses are required attach a complete listing	

Subscription Terms	
Duration of Initial Period (# of months):	
Order Type:	
Invoice Frequency:	
Payment Terms:	
PAYMENT DUE IN ADVANCE OF SERVICE PERIOD	

Required Billing Information	
Accounting Contact:	
Accounting Phone:	
Accounting Email:	
Invoices will be delivered via email. Billing inquiries should be sent to AR@trucesoftware.com	
PO Number if Required:	

Product	Users	Price per	Total
		Total Monthly Fees:	
		Total One-Time Fees:	

* Shipping charges and taxes are not included in the above pricing. TRUCE will bill actual shipping charges upon completion of shipment.

General Terms

1. This Subscription Order ("SO") will be governed by the terms of the Software License and Service Agreement ("SLSA") between Customer and TRUCE. Accordingly, the terms of the SLSA (including all exhibits and attachments referenced therein) are incorporated herein by reference.

2. Capitalized terms used herein and not specifically defined herein shall have the meaning set forth in the SLSA.

3. In the event of any inconsistency between the terms set forth in this SO and the terms of the SLSA, the terms set forth in this SO will control.

4. This SO and the SLSA, taken together, constitute the entire agreement between Customer and TRUCE with respect to the matters described herein, and are collectively referred to herein as the "Agreement."

By signing this SO, Customer acknowledges that (a) Customer has read and understands the terms of the Agreement, and (b) the individual whose name and signature appears below for Customer has the authority to bind Customer to the terms of the Agreement.

Customer	
Signature:	
Name:	
Title:	
Date:	

TRUCE Software	
Signature:	
Name:	
Title:	
Date:	

[END OF EXHIBIT B – FORM OF SUBSCRIPTION ORDER]

EXHIBIT C
DOCUMENTATION

The TRUCE System is a software solution that helps minimize distraction caused by mobile devices, by enforcing restrictions on the use of certain mobile device functions within certain environments and contexts. More specifically, the TRUCE System manages the user interface of a connected mobile device by enforcing blocking policies in certain situations to prevent users from accessing and using distracting mobile device functions (such as text messaging, phone calls, internet browsing, games, etc.) and receiving notifications (e.g. alerts, ringtones, flashing, etc.). The TRUCE System enables the TRUCE customer to select from a menu of policy settings, to set the environments and contexts in which the enforcement restrictions will be triggered for the customer's users. (For example, the "environments" may include customer-owned automobiles, customer-owned heavy machinery and/or customer warehouses; and the contexts may include when a vehicle is moving, or when the user enters a high-risk zone.)

The TRUCE System consists of three components: (i) a mobile application that is installed on mobile device(s) to enforce the selected policies; (ii) a "TRUCE Beacon" (a small hardware unit with installed firmware) which monitors the environments and contexts, and communicates with the mobile application to trigger enforcement of the policies; and (iii) a management console that enables the Customer to configure policies, provide reports and alerts, and administer and manage the TRUCE System generally.

The mobile application can be installed on a wide variety of mobile platforms (e.g., Android, iOS) and devices (e.g. smartphones, tablets). The mobile application runs in the background of the device until a selected policy is met, such as movement in a vehicle, starting heavy machinery, or entering a high-risk zone. When a policy is triggered, the mobile application automatically opens and begins enforcement based on the policy, by blocking the use of any unapproved applications, disabling incoming notifications, or enabling whitelisted apps (e.g., navigation, handsfree calling) in accordance with the configured policy.

The web-based management console enables Customer to configure policies for all Users, and to update multiple aspects of the operation of the TRUCE System (including updates to policies, Users, work zones, etc.). The management console also enables the Customer to create activity reports, trigger alerts to ensure compliance, and review dashboards and insights related to company-wide device enforcement.

Notes regarding Personal Information Relating to Users and Administrators:

1. The TRUCE System does not require Customer to provide TRUCE with any "Customer Personal Information" (<u>i.e.</u>, Personal Information relating to its Users or Administrators).

2. However, many TRUCE customers choose to provide TRUCE with limited Customer Personal Information (Employee Name, Employee ID, Employee Mobile Phone Number) to make it easier to identify its Users and Administrators in the Remote Management Console and for reporting purposes.

3. For clarity, except with respect to Customer Personal Information or other Customer Data, the TRUCE System does not:

   • Collect or store Personal Information or Personal Data of Users, Administrators or other individuals, including credit card numbers, passwords or photos;

   • Access, listen to, read, record, collect or store the content of any phone calls, text messages, emails or web-browsing activity on any User Device; or

   • Monitor any mobile applications on any User Device other than the mobile applications and associated settings that are subject to the rules and policies established by the Administrators to limit the functionality of User Devices in a Covered Environment.

4. TRUCE does not sell Customer Personal Information.

5. TRUCE Beacons do not collect or store location data.

6.   The TRUCE mobile application does not store or transmit any location data relating to the User or User Devices. (While the TRUCE mobile application receives location data via the built-in GPS module on the User Device, it does so only for the purpose of facilitating the efficient operation of the TRUCE System, and no location data is stored or transmitted.)

[END OF EXHIBIT C – DOCUMENTATION]

EXHIBIT D
SERVICE LEVEL AGREEMENT

This Service Level Agreement shall apply to the TRUCE System as provided by TRUCE to Customer under the Software License and Service Agreement to which this Exhibit D is annexed. Capitalized terms used herein and not specifically defined herein shall have the meaning set forth in the Agreement.

1. SERVICE LEVEL AVAILABILITY

   1.1. "Service Availability" means any time the TRUCE System is operational and functional in all material respects. TRUCE will ensure that Service Availability will be 99.5% of the time during any calendar month, except for any time the TRUCE System is not operational or functional in all material respects to the extent caused by: (a) the acts or omissions of Customer, its employees, contractors, or agents; (b) the failure or malfunction of equipment, applications, or systems not owned, provided or controlled by TRUCE; or (c) scheduled service maintenance, alteration or implementation, provided that: (i) the foregoing is limited to not more than four hours in the aggregate in any calendar month; (ii) the foregoing only occurs between the hours of 12:01AM and 5AM Central Time on weekdays or 12:01AM to 11:59PM on weekends; and (iii) TRUCE provides Customer with at least 24 hours' advance email notification when scheduled downtime is anticipated to be greater than five minutes. Service Availability shall be measured by a commercially acceptable software or service, configured to measure Service Availability every 5 minutes ("Sample Period"). If the TRUCE System fails all measurements within a Sample Period, then such services shall be considered not operational for the entire duration of such Sample Period.

   1.2. At the end of every month, and in the event service levels fall below the 99.5% monthly target, TRUCE will provide email notification to Customer's appointed operational contact. The notification will include an explanation of the outage event(s), along with corrective measures taken to mitigate future events.

   1.3. In the event TRUCE fails to meet the 99.5% service level either (a) over the course of two consecutive months or (b) in three (3) non-consecutive months in a calendar year, and such failure causes a material disruption to Customer's ability to use the core functionality of the TRUCE System, then Customer may exercise its termination rights in accordance with Section 23 of the Agreement.

2. RESPONSE AND RESOLUTION

   2.1. TRUCE shall be responsible for responding to and resolving all incidents related to the delivery of the TRUCE System, including responding to technical issues related to service availability, problem resolution, and general inquiries relating to the delivery of the TRUCE System, except for those issues which are solely within Customer's control. TRUCE will provide support for the TRUCE System as described in the Support Community & Knowledge Base (available at https://support.trucesoftware.com/s/). In addition, Customer may seek support by contacting TRUCE directly by phone or e-mail, as follows:

   > Tel: 888-896-9753
   > E-mail: support@trucesoftware.com

   NOTE: For any Customer issue or concern that Customer considers to be urgent, important or otherwise time sensitive, TRUCE urges Customer to contact TRUCE by phone.

   2.2. In the event an incident is detected by TRUCE, or reported by Customer, TRUCE will assign a severity level to the incident taking into account the severity levels set forth in the table below. Once an incident has been assigned a severity level, TRUCE shall respond to such incident and resolve such incident within the Response Time and Resolution Time for the applicable severity level provided in Table 1 below. Response Time shall be measured from the time TRUCE discovers an incident or receives notification of an incident from Customer, until Customer receives a communication back

from a TRUCE representative that such incident has allocated resources to investigate and resolve. Resolution Time shall be measured from the time TRUCE discovers an incident or receives notification of an incident from Customer, until TRUCE has either: (a) modified the TRUCE System to resolve the incident, or (b) provided Customer with a commercially reasonable procedure/process to resolve the incident or mitigate re-occurrence of the incident.

2.3. <u>Response Time and Resolution Time</u>

(a) SEVERITY 1 Support Case: MISSION CRITICAL. If the use of the TRUCE System is stopped or so severely impacted that the Customer cannot reasonably continue using the TRUCE System, then (a) TRUCE shall notify Customer's designated point of contact within one (1) hour and shall begin work on the Support Case within four (4) hours of notification; (b) TRUCE shall engage development staff continuously until the problem is circumvented or corrected; (c) TRUCE shall provide customer with communication status updates of the problem resolution, until resolved at least every four (4) hours; and (d) a workaround must be provided within twenty-four (24) business hours and final resolution must be provided within ten (10) days.

(b) SEVERITY 2 Support Case: CRITICAL IMPAIRED. If a high-impact problem is affecting service levels and/or materially impacting Customer's use of the TRUCE System, then (a) TRUCE shall notify Customer's designated point of contact within one (1) hour and shall begin work on the Support Case within eight (8) hours of notification; (b) TRUCE shall engage development staff continuously until the problem is circumvented or corrected; (c) TRUCE shall provide customer with communication on the status of the problem resolution once per day; and (d) a workaround must be provided within forty-eight (48) business hours and final resolution must be provided within fourteen (14) days.

(c) SEVERITY 3 Support Case: MINOR CRITICAL. In the event minor problems surface with respect to the performance of the TRUCE System, then (a) TRUCE shall notify Customer's designated point of contact within four (4) hours and shall begin work on the Support Case within eight (8) business hours of notification; and (b) TRUCE shall engage development staff to provide a workaround within five (5) days and final resolution must be provided within thirty (30) days.

(d) SEVERITY 4 Support Case: NON-CRITICAL. In the event that Customer requests information, an enhancement, or documentation clarification related to the TRUCE System, then (a) TRUCE shall provide a response regarding the requested information or documentation clarification within two (2) business days of notification; and (b) TRUCE shall consider TRUCE System enhancements for inclusion in a future version of the TRUCE System within a commercially reasonable time frame.

2.4. If, in any calendar month, TRUCE fails to respond and resolve one or more incidents classified as SEVERITY 1 and/or SEVERITY 2 Support Cases in accordance with Section 2.3 above, and such failure causes a material disruption to Customer's ability to use the core functionality of the TRUCE System, then Customer may exercise its termination rights in accordance with Section 23 of the Agreement.

3. <u>SERVICE LEVEL CREDITS</u>

3.1. Service Availability / Service Level Credits: The following table will apply at all times during the Term of the Agreement, and will be calculated on a monthly basis:

Uptime Guarantee	Uptime Seconds	Allowable Downtime Seconds	Allowable Downtime Minutes	Allowable Downtime Hours	Service Level Credit
99.90%	2589408	2592	43.2	0.72	5%
98%	2540160	51840	864	14.4	10%
95%	2462400	129600	2160	36	25%

90%	2332800	259200	4320	72	100%

Service Level Credits will be calculated based on the length of downtime experienced by Customer during the applicable service month; provided such downtime is for reasons within TRUCE's control.

3.2. If, during any month of the Term, TRUCE fails to meet the Service Availability benchmarks outlined in the above table for reasons within TRUCE's control, then TRUCE will: (a) owe to Customer the applicable Service Level Credits outlined above; and, (b) use reasonable, good faith efforts to ensure that any unmet Service Availability benchmarks are subsequently met. Payment to Customer for Service Level Credits will be made to Customer within thirty (30) calendar days following the last day of the reporting month where Service Level Credits are owed. Service Level Credits will be calculated on a monthly basis by multiplying the Service Level Credit percentage in the above table by the applicable monthly fees otherwise payable by Customer. Notwithstanding the foregoing, TRUCE will use reasonable, good faith efforts to minimize the impact or duration of any outage, interruption, or degradation of Services.

[END OF EXHIBIT D – SERVICE LEVEL AGREEMENT]

TRUCE's current Privacy Policy (the "Privacy Policy") (which is generally applicable to all of TRUCE's customers, and is set forth on TRUCE's website at https://trucesoftware.com/privacy-policy/) is set forth below in this Exhibit E. The Privacy Policy may be updated from time to time in TRUCE's sole discretion; and each such updated version will be deemed incorporated herein by reference as of its effective date; provided that no such updates to the Privacy Policy that materially diminish Customer's rights or protections shall apply unless and until TRUCE has provided Customer with notice of such updates.

* * *

Effective Date: March 7, 2022

Scope

Cellcontrol, Inc., d/b/a TRUCE Software ("TRUCE", "**we**", "**us**" or "**our**") respects the privacy of our visitors, customers and users (collectively referred to as "**you**" or "**your**"). This privacy policy (as updated from time to time, and as posted on our website at https://trucesoftware.com/privacy) ("**Privacy Policy**") describes the types of information we may collect from you or that you may provide when you visit or use our website ("**Site**") (currently located at https://trucesoftware.com) or use our Services (as defined below), and our practices for collecting, using, maintaining, protecting and disclosing that information.

When we use the term "visitor" in this Privacy Policy, we mean an individual person who visits our Site, whether or not that person is a user, and whether or not that person uploads information to our Site and/or downloads information from our Site. When we use the term "customer" in this Privacy Policy, we mean a company which purchases our Services. When we use the term "user" in this Privacy Policy, we mean an individual person who is authorized by a customer to access the Services. You may be a visitor, a customer or a user. This Privacy Policy applies to you as applicable to the category to which you belong.

TRUCE provides the TRUCE System to its customers and their users. The TRUCE System is comprised of a mobile application downloaded onto the mobile device(s) of each customer's users, a remote management console accessible via the Site that enables a customer to manage the parameters applicable to its users and to generate reports and analytics, hardware with embedded firmware (in most cases), and services related thereto (collectively, the "**Services**"). Each customer is required to enter into a Software License and Services Agreement with us.

This Privacy Policy applies to the Personal Information and other data relating to you that is collected by us through our Site or the Services (or third parties working on our behalf), whether we receive this information directly from you or from third party sources authorized and approved by us. It does not apply to data relating to you that is collected through other websites, products or services not approved by us.

Our Privacy Policy describes:
- How and why we collect your Personal Information;
- How your Personal Information is used and protected;
- When and with whom we share your Personal Information; and
- What choices you can make about how we collect, use, and share your Personal Information.
- How we store, use, transfer, and retain your Personal Information.

If you are a resident of or subject to data privacy laws or regulations of a country outside of the United States, please see the additional provisions at the end of this Privacy Policy. For example, we comply with the US-EU Privacy Shield Framework and the Swiss-US Privacy Shield Framework, which is described in the section below entitled "Privacy Shield Policy."
The section immediately below outlines some of the highlights of this Privacy Policy. Please read this entire document for a full description of our policies.

HIGHLIGHTS OF OUR PRIVACY POLICY

The following presents highlights of our Privacy Policy. The details follow this section.

Personal Information

We collect your Personal Information for various purposes, such as, but not limited to, corresponding with you, informing you about your account, software updates and product information, processing your application, providing you with Services, processing your order, providing you with a subscription, and other purposes.

We may combine the Personal Information we collect from you with information obtained from other sources to help us improve the overall accuracy and completeness of your Personal Information, and to help us improve our business and better tailor our interactions with you.

We may also collect information relating to your use of our Site through the use of various technologies, including cookies.

Overview of Uses of Your Data

- To create a user account.

- To fulfill your requests by us or by others involved in fulfillment.

- To contact you for customer satisfaction surveys, market research or in connection with certain transactions.

- To support, troubleshoot and/or improve the Services.

- To share with our service providers who provide services to us in support of our business.

- To personalize your experience while you are on our Site, make navigation easier, and for Site usage statistics.

Your Choices

Visitors may tell us not to continue using Personal Information for further marketing contact.

You may also turn off cookies in your browser.

You can view and edit your Personal Information online at our Preference Center website page located at https://trucesoftware.com/preference-center.

Visitors may withdraw their consent to us using their Personal Information at any time.

Visitors may also opt out from receiving certain communications from us by visiting our Preferences Center page.

Contacting Us

You may contact us using the Contact Information provided at the end of this Privacy Policy.

Acknowledgement and Consent

By using or accessing our Site or the Services in any manner, you acknowledge that you accept the practices and policies described in this Privacy Policy (and as updated from time to time), and you hereby consent that we may collect, use, and share your information as described herein. If you do not agree with our policies and practices, your choice is not to use our Site or our Services. For visitors, use of the Site is at all times subject to our Terms of Use (available at https://trucesoftware.com/terms-conditions) (the "**Terms**"), which incorporates this Privacy Policy. Any capitalized terms we use in this Privacy Policy without defining them have the definitions given to them in the Terms.

DETAILS OF OUR PRIVACY POLICY

What Does This Privacy Policy Cover?

This Privacy Policy covers our treatment of personally identifiable information. This is information which may be connected to you specifically as the individual to whom the information relates. Such information may include name, mailing address, email address, telephone number, or any other information defined as personally identifiable information (or similar term) by applicable laws ("**Personal Information**"). If you are a citizen or resident of the UK, the European Economic Area ("**EEA**") or Switzerland, and subject to the General Data Protection Regulation

("**GDPR**"), this definition is different, so, please see the section relating to GDPR toward the end of this Privacy Policy. Personal Information does not include your personally identifiable information that has been deidentified, pseudonymized, anonymized, aggregated and/or otherwise processed so as to be unidentifiable in such a way that the data can no longer be attributed to a specific individual (by reasonable means) without the use of additional information, and where such additional information is kept separate and under adequate security to prevent unauthorized re-identification of a specific individual such that one could not, using reasonable efforts, link such information back to a specific individual (the foregoing in this sentence being referred to as "**De-Identified Personal Information**").

We may also collect Personal Information from you through means other than our Site or the Services. This may include offline collection, such as if you submit a paper application, make a payment by check, or call or visit our offices. It may also include emails, text messages, or other electronic communications that you send to us separate from our Site or the Services, or by way of our third party service providers. This Privacy Policy does not apply to Personal Information that you provide to us through means other than our Site and/or the Services. However, if we combine the Personal Information we collect from you outside of our Site and the Services with Personal Information that is collected through our Site and/or the Services or by another means as described above, then this Privacy Policy will apply to the combined information, unless specifically disclosed otherwise.

We gather various types of Personal Information, and we use this Personal Information internally in connection with our Services, including to personalize and improve our Services, to allow you to set up a user account and profile, to contact you, to fulfill your requests for certain products and Services, to provide and improve the Services, and to analyze how you use the Services, all as explained in more detail below. We may also share Personal Information of users with the customer who authorized such user to use the Services, and with relevant third parties, but only as described in this Privacy Policy.

Other than as stated herein, this Privacy Policy does not apply to information collected by any third party (including our affiliates and subsidiaries), including through any application or content (including advertising) that may link to or be accessible from or on our Site.

Individuals under the Age of 18

We do not knowingly collect, solicit or maintain Personal Information from anyone under the age of 18 or knowingly allow such persons to register for our Services. If you are under 18, please do not send any Personal Information about yourself (such as your name, address, telephone number, or email address) to us. No one under age 18 should provide any Personal Information to us. In the event that we learn that we have collected Personal Information from a child under age 18 without verification of parental consent, we will use commercially reasonable efforts to delete that information from our database. Please contact us if you have any concerns.

Changes to Our Privacy Policy

We are constantly working to improve our Services, and we may need to change this Privacy Policy from time to time as well. Our current Privacy Policy will always be on our Site at www.trucesoftware.com/privacy-policy and any updates will be effective upon posting. You are responsible for periodically checking this Site for updates.

Please note that if you have opted not to receive legal notice emails from us (or if you have not provided us with your email address), those legal notices will still govern your use of the Services, and you are still responsible for reading and understanding them. If you use the Services after any changes to the Privacy Policy have been posted, that means you agree to the new Privacy Policy, including all of the changes. For clarity, our use of Personal Information we collect is subject to the Privacy Policy in effect at the time it is collected.

Personal Information We Collect About You and How We Collect It

We collect several types of information from and about you.

Information You Provide to Us. The information we collect from and about you may include:

- Information provided by the customer who has authorized the applicable user to use the Services.

- Information that you provide by purchasing our Services or filling in forms on our Site. This includes information provided if you request a demo, subscribe to our e-newsletter, blog or other communications, or contact us through our Site.

- Information that you provide in the course of using the Services (including by using the mobile app or remote management console). This may include, without limitation, call log data that we collect during the provision of the Services.

- Information that you provide to us upon our request when you report a problem with our Site or the Services.

- Records and copies of your correspondence (including email addresses), if you contact us.

- Your responses to surveys that we might ask you to complete for research purposes.

- Your search queries on the Site.

Information We Collect Through Automatic Data Collection Technologies. As you navigate through and interact with our Site, we may use automatic data collection technologies to collect certain information about your equipment, browsing actions and patterns, including:

- Details of your visits to our Site, including, but not limited to, traffic data, geolocation data, logs, and other communication data and the resources that you access and use on the Site.

- Information about your computer, mobile device(s), and internet connection, including your IP address, operating system, browser type, clickstream patterns, the URL of the most recent website you visited before coming to our Site, the amount of time you spent on our Site, and the pages you viewed while on our Site.

- We also may use these technologies to collect information about your online activities over time and across third-party websites or other online services (behavioral tracking). For more information on how to opt-out of third-party advertiser tracking mechanisms, please click here.

The information we collect automatically is statistical data and may include Personal Information, but we may maintain it or associate it with Personal Information we collect in other ways or receive from third parties. It helps us to improve our Site and our Services, including, but not limited to, by enabling us to: (a) estimate our audience/visitor size and usage patterns; (b) store information about your preferences, allowing us to customize and improve our Site; (c) speed up your searches; and/or, (d) recognize you when you return to our Site.

The technologies we use for this automatic data collection may include cookies, flash cookies, web beacons, pixel tracking, GIF and/or IP address. Each of these is discussed below.

Cookies (or browser cookies)

A cookie is a small file placed on the hard drive of your computer or mobile device. It may contain certain data, including, but not limited to: the name of the server that has placed it there, an identifier in the form of a unique number, and, an expiration date (some cookies only). Cookies are managed by the web browser on your computer (Internet Explorer, Firefox, Safari or Google Chrome).

Different types of cookies which have different purposes are used on our Site.

Essential Cookies

These cookies are essential to allow you to browse our Site and use its functions. Without them, services such as shopping baskets and electronic invoicing would not be able to work.

Performance Cookies

These cookies collect information on the use of our Site, such as which pages are consulted most often. This information enables us to optimize our Site and simplify browsing. Performance cookies also enable our affiliates and partners to find out whether you have accessed one of our Sites from their site and whether your visit has led to the use of the Services, including the references for the Services purchased. These cookies do not collect any information which could be used to identify you. All the information collected is aggregated, and therefore anonymous.

Functionality Cookies

These cookies enable our Site to remember the choices you have made when browsing. For example, we can store your geographical location in a cookie so that the Site corresponding to your area is shown. We can also remember your preferences, such as the text size, font and other customizable aspects of the Site. Functionality cookies may also be able to keep track of the products or videos consulted to avoid repetition. The information collected by these

cookies cannot be used to identify you and cannot monitor your browsing activity on sites which do not belong to us.

It is possible that you will come across third-party cookies on some pages of sites that are not under our control.

We also use cookies to implement tracking technology on our Site. This allows us to display advertising that is tailored to you on our Site which parts of our content interest you the most and which Service categories you request. This tracking uses De-Identified Personal Information data (i.e., data that cannot be identified as being specifically associated with you) and does not use your Personal Information. We will not combine this data with your other Personal Information without your express permission.

At any time, you can prevent the use of cookies in the future. You may activate the appropriate setting in your browser to refuse to accept browser cookies. However, if you do, your experience on our Site may be affected. Unless you have adjusted your browser setting so that it will refuse cookies, our system will issue cookies when you direct your browser to our Site.

Flash Cookies. Certain features of our Site may use local stored objects (or Flash cookies) to collect and store information about your preferences and navigation to, from and on our Site. Flash cookies are not managed by the same browser settings as are used for browser cookies.

Web Beacons. Pages of our Site and our emails may contain small electronic files known as web beacons (also referred to as clear gifs, pixel tags and single-pixel gifs) that permit us, for example, to count users who have visited those pages or opened an email and for other related website statistics (for example, recording the popularity of certain website content and verifying system and server integrity).

Pixel Tracking. In addition to using Cookies, the Site may employ "pixel tracking", a common process which may be used in connection with advertisements on other sites. Pixel tracking involves the use of pixel tags that are not visible to the user and consist of a few lines of computer code. Pixel tracking measures the effectiveness of advertisements and compiles aggregate and specific usage statistics. A "pixel tag" is an invisible tag placed on certain pages of websites that is used to track an individual user's activity. We may access these pixel tags to identify activity and interests that may allow us to better match our goods, services, and other offers with your interests and needs. For example, if you visit our Site from an advertisement on another website, the pixel tag will allow the advertiser to track that its advertisement brought you to the Site. If you visit our Site, and we link you to another website, we may also be able to determine that you were sent to and/or transacted with a third-party website. This data is collected for use in our marketing, research, and other activities.

GIF. We may use tiny images known as clear GIFs to track behavior of users, including statistics on who opens our emails.

IP Address. Our servers automatically record certain log file information reported from your browser when you access the Services. These server logs may include information such as which pages of the Service you visited, your internet protocol ("IP") address, browser type, and other information on how you interact with the Services. These log files are generally deleted periodically.

Information We Collect from Third Parties

We may collect information that others provide about you when they use the Site, or obtain information from other sources and combine that with information we collect through the Site.

- **Third Party Services.** If you browse the Site while logged into a third party service (e.g., Google), the third party service may send us information such as your registration and profile information from that service. This information varies and is controlled by that service or as authorized by you via your privacy settings at that service.

- **Other Sources.** To the extent permitted by applicable law, we may receive additional information about you, such as demographic data from third party service providers and/or partners, and combine it with information we have about you.

Third-Party Use of Cookies and Other Tracking Technologies

Some content or applications, on the Site are served by third parties, including content providers and application providers. First-party or third-party cookies may be used alone or in conjunction with web beacons or other tracking technologies to collect information about you when you use our Site. A first-party cookie is a cookie set by the

domain name that appears in the browser address bar. A third-party cookie is a cookie set by (and on) a domain name that is not the domain name that appears in the browser address bar. It might be set as part of a side resource load (image, JS, iframe, etc. from a different hostname) or an AJAX HTTP request to a third-party server. The information that first-party and third-party cookies collect may be associated with your Personal Information or they may collect information, including Personal Information, about your online activities over time and across different websites and other online services (i.e., tracking such activities).

We do not control these third parties' tracking technologies or how they may be used. If you have any questions about targeted content, you should contact the responsible provider directly.

We use, and some of our third-party service providers may use, Google Analytics (click for link to Google's website) or other analytics service to help us understand use of our Services. Such service providers may place their own cookies in your browser. This Privacy Policy covers use of cookies by us only and not the use of cookies by third parties.

We, along with third-party vendors such as Google, use first-party cookies (such as the Google Analytics cookies) and third-party cookies (such as the DoubleClick cookie) or other third-party identifiers together to compile data regarding user interactions as they relate to our Site.

How We Use Your Information

We use information that we collect about you or that you provide to us, including any Personal Information, for one or more of the following purposes:

- To present our Site and provide the Services to you.

- To provide you with information on Services that you request from us.

- To provide users with notices about your account.

- To send you communications regarding the Services, our company and/or other information.

- To respond to your questions or other requests.

- To process any applications, account creation, or changes to a customer's or its users' account information.

- To process other information or Personal Information that you submit through the Site or the Services.

- To notify you about changes to our Site, our policies, terms or any Services we offer or provide though it.

- To allow you to participate in interactive features on our Site.

- To ask for ratings and reviews of our Site and/or Services.

- To provide a customer or its users with access to restricted parts of our Site.

- To request your participation in surveys, focus groups, or other initiatives which help us to gather information used to develop and enhance our Services.

- To provide verification of event attendance.

- To serve relevant information to you when you visit our Site or use the Services.

- To enhance and improve our Services, for example, by performing internal research, analyzing user trends and measuring demographics and interests.

- For internal purposes, such as Site and system administration or internal audits and reviews.

- To comply with applicable law(s) (for example, to comply with a search warrant, subpoena or court order) or to carry out professional ethics/conduct investigations.

- For analyzing how the Services are used, diagnosing Service or technical problems, maintaining security, and personalizing content.

- To operate, maintain, and provide to customers and users the features and functionality of the Services.

- To provide statistics about the usage levels of the Site and/or Services and other related information to reputable third parties, but these statistics will not include information which will allow you to be identified.

- To fulfill any other purpose for which you provide and consent to it.

- In any other way we may describe when you provide the information and you give your consent.

De-Identified Personal Information or non-Personal Information is aggregated for system administration and to monitor usage of the Site. It is utilized for several purposes, such as, but not limited to, to measure the number of visits to our Site, average time spent, number of pages viewed and to monitor various other Site statistics. This monitoring helps us evaluate how visitors, users and customers use and navigate our Site so we can improve the content.

We use cookies, clear gifs, and log file information to: (a) remember information so that you will not have to re-enter it during your visit or the next time you visit the Site; (b) provide custom, personalized content and information; (c) monitor the effectiveness of our Service; (d) monitor aggregate metrics such as total number of visitors, traffic, and demographic patterns; (e) diagnose or fix technology problems reported by our users or engineers that are associated with certain IP addresses; and, (f) help you efficiently access your information after you sign in.

How We Share Your Information

Personal Information:

We currently or may in the future disclose Personal Information to the following types of third parties, and for one or more the following purposes:

- Hosting providers for the secure storage and transmission of your data

- Data hosting and storage

- Support

- Software development

- Survey and analytics consultants who help us evaluate data to improve our products and services

Except as otherwise described in this Privacy Policy, we will not disclose Personal Information to any third party unless required to do so by law, court order, legal process, or subpoena, including to respond to any government or regulatory request, or if we believe that such action is necessary to (a) comply with the law, comply with legal process served on us or our affiliates, subsidiaries, contracted vendors, or affinity partners, or investigate, prevent, or take action regarding suspected or actual illegal activities; (b) enforce our Terms or our agreement with a customer; (c) take precautions against liability; (d) investigate and defend ourselves against any third-party claims or allegations; (e) assist government enforcement agencies or to meet national security requirements; (f) to protect the security or integrity of our Site, our Services, or any software we provide related thereto; or, (g) exercise or protect the rights, property, or personal safety of us, our users or others.

We will attempt to notify you about these requests unless: (i) providing notice is prohibited by the legal process itself, by court order we receive, or by applicable law, or (ii) we believe that providing notice would be futile, ineffective, create a risk of injury or bodily harm to an individual or group, or create or increase a risk of fraud upon us, our users, our Site, or our Services. In instances where we comply with legal requests without notice for these reasons, we will attempt to notify that user about the request after the fact if we determine in good faith that we are no longer legally prohibited from doing so and that no risk scenarios described in this paragraph apply.

It is likely that the identity and categories of such third parties will change during the life of a customer's, user's or visitor's account. We require that our third-party service providers only use your Personal Information as necessary to provide the requested services to us and each service provider is restricted in the use and disclosure of your Personal Information.

De-Identified Personal Information: We may use and share De-Identified Personal Information (such as anonymous usage data, referring/exit pages and URLs, IP address, platform types, number of clicks, etc.) with interested third parties in any way we choose and for any purpose.

Your Consent to Disclosure/Transfer of Your Personal Information

You consent to our disclosure of your Personal Information and other information to a potential or actual buyer or other successor of our company for the purpose of considering a merger, divestiture, restructuring, reorganization, dissolution, or sale or transfer of some or all of our assets, whether as a going concern or as part of bankruptcy, liquidation or other proceeding, in which Personal Information held by us is among the assets transferred. You agree to and do hereby consent to (and shall not object to) our assignment, conveyance, transfer, and/or license (whether by contract, merger or operation of law) of any or all of our rights to your Personal Information and your consents, in whole or in part, and other information, with or without notice to you and without your further consent.

Data Transfer/Access Outside of the United States

We have our headquarters in the United States. The Personal Information we collect may be stored and processed in servers within or outside of the United States and wherever we and our service providers have facilities around the globe. As such, we and our service providers may transfer your Personal Information to, or access it in, jurisdictions that may not provide equivalent levels of data protection as your home jurisdiction. We will take reasonable steps to ensure that your Personal Information receives an adequate level of protection in the jurisdictions in which we process it. If you are located in the United Kingdom, European Economic Area ("**EEA**") or Switzerland, we provide adequate protection for the transfer of Personal Information to countries outside of the United Kingdom, EEA or Switzerland through a series of intercompany agreements based on the Standard Contractual Clauses. We may also need to transfer your information to other group companies or service providers in countries outside the EEA. This may happen if our servers or suppliers and service providers are based outside the EEA, or if you use our services and products while visiting countries outside this area.

If you are a resident of country other than the United States, you acknowledge and consent to our collecting, transmitting, and storing your Personal Information out of the country in which you reside.

Security

We have implemented measures designed to secure your Personal Information from accidental loss and from unauthorized access, use, alteration and disclosure.

- Your Personal Information is contained behind secured networks and a firewall and is only accessible by a limited number of persons and service providers who have special access rights to such systems, and are required to keep the information confidential.

- Our Site is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our Site safer.

- We may store, retrieve, access, and transmit your Personal Information in the US or in other countries.

The safety and security of your information also depends on you. You should maintain good internet security practices. Where you have password-protected access to certain parts of the Site or Services, you are responsible for keeping this password confidential. You should not share your password with anyone. You must prevent unauthorized access to your account and Personal Information by selecting and protecting your password appropriately and limiting access to your computer or device and browser by signing off after you have finished accessing your account. If your email account or Facebook account is compromised this could allow access to your account with us if you have given us those details and/or permitted access through those accounts. If your email account is compromised it could be used to ask us to reset a password and gain access to your account with us. If you think that any of your accounts have been compromised you should change your account credentials with us, and in particular make sure any compromised account does not allow access to your account with us. The information you share in public areas may be viewed by other users. We will never email you to ask for your password or other account login information. If you receive such an email, please send it to us so we can investigate.

Unfortunately, the transmission of information via the internet is not completely secure. Although we do use security measures designed to protect your Personal Information, we cannot guarantee the security of your Personal Information transmitted to us or which we obtain. Any transmission of Personal Information is at your own risk. Unauthorized entry or use, hardware or software failure, and other factors, may compromise the security of user information at any time. We are not responsible for circumvention of any privacy settings or security measures contained on the Site or used with our Services.

Data Retention

We will keep your Personal Information only for as long as necessary depending on the purpose for which it was provided. When determining the relevant retention periods, we take into account factors, including, but not limited to, the following:

- our contractual and business relationships with users and customers;
- legal obligations under applicable law to retain data for a certain period of time;
- statute of limitations under applicable law(s);
- (potential) disputes; and
- guidelines issued by relevant supervisory authorities.

We may retain De-Identified Personal Information for as long as we choose.

What Information You Can Access, Change, or Delete

Through your account settings, you may access and, in some cases, edit or delete certain information you've provided to us, such as name and password, email address, address, user profile information, etc. The information that you can view, update, and delete may change as the Services or our practices change. If you have any questions about viewing or updating information we have on file about you, please contact us.

Privacy Notice For California Residents

The following in this section applies only to visitors who are California residents.

Online Privacy Protection Act ("CalOPPA"; Calif. Bus. & Prof. Code § 22575-22578, available here):

- CalOPPA applies only to companies which collect Personal Information of California residents.

How We Respond to Do Not Track Signals.

- We honor Do Not Track signals, and we do not track, plant cookies, or use advertising when a Do Not Track browser mechanism is in place.
- Visitors can visit our Site anonymously by adjusting the settings in your browser.
- We do not allow personalized third-party behavioral tracking, though we may use De-Identified Personal Information to track visitors' and users' click or browsing patterns.

California Consumer Privacy Act of 2018 ("CCPA", available here). *Privacy Notice for California Residents*. If you are a visitor and a California resident (occasionally referred to as "Consumer"), California law provides you with additional rights regarding our use of your Personal Information, as described below in this section.

This "Privacy Notice for California Residents" section does not apply (at least until January 1, 2021) to the Personal Information of California residents that we collect:

- which is reflecting a written or verbal communication or a transaction between us and you, where you are acting as an employee, owner, director, officer, or contractor of a company or government agency and whose communications or transaction with us occurs solely within the context of our conducting due diligence regarding, or providing or receiving a product or service to or from such company or government agency; or,
- in the course of your acting as a job applicant to or an employee of our company to the extent that your Personal Information is collected and used by us solely within the context of your role or former role as a job applicant to, an employee of our company.

Starting January 1, 2020, California residents have the right to (a) access a copy of their Personal Information held by us, (b) request deletion of their Personal Information held by us, and (c) opt-out of the sale of their Personal Information (but which is inapplicable to us because we do not sell your Personal Information). These rights can be exercised by contacting us.

The categories of your Personal Information we collect are listed above in the section entitled "Personal Information We Collect." The purposes for which the categories of Personal Information are or may be used is described above in the section entitled "How We Use Your Information" and in other sections of this Privacy Policy.

<u>No Sale of Personal Information</u>

<u>WE DO NOT SELL (AS THAT TERM IS DEFINED IN THE CCPA) YOUR PERSONAL INFORMATION, PERIOD.</u>

<u>Right To Access to Specific Information</u>

You have the right to request that we disclose certain information to you about our collection and use of your Personal Information over the past 12 months. Once we receive and confirm your verifiable Consumer request, we will disclose to you:

- The categories of Personal Information we collected about you.

- The categories of sources for the Personal Information we collected about you.

- Our business or commercial purpose for collecting that Personal Information.

- The categories of third parties with whom we share that Personal Information.

- The specific pieces of Personal Information we collected about you (also called a data portability request).

- If we disclosed your Personal Information for a business purpose, a list of disclosures made for a business purpose, identifying the Personal Information categories that each category of recipient obtained.

<u>Deletion Request Right</u>

You have the right to request that we delete any of your Personal Information that we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable Consumer request, we will delete (and direct our service providers to delete) your Personal Information from our records, unless an exception applies (as described below).

As permitted by CCPA we may delete your Personal Information by (a) permanently and completely erasing the Personal Information on our existing systems with the exception of archived or back-up systems; (b) de-identifying the Personal Information; or, (c) aggregating the Personal Information.

We may deny your deletion request if retaining the information is necessary for us or our Service Provider(s) to:

- Complete the transaction for which we collected the Personal Information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.

- Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.

- Debug products to identify and repair errors that impair existing intended functionality.

- Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.

- Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 et. seq.).

- Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.

- Comply with a legal, regulatory or law enforcement obligation.

- Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

<u>Exercising Access, Data Portability, and Deletion Rights</u>

To exercise the access, data portability, and deletion rights described above, please submit a verifiable Consumer request to us by email at <u>support@trucesoftware.com</u>, or by mail to TRUCE Software, 817 Ogden Ave. #551, Lisle, IL 60532, Attn: Privacy. Only you, or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable Consumer request related to your Personal Information. You may only make a verifiable Consumer request for access or data portability twice within a 12-month period. The verifiable Consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected Personal Information or an authorized representative; and,

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

We cannot respond to your request or provide you with Personal Information if we cannot verify your identity or authority to make the request and confirm the Personal Information relates to you. Making a verifiable Consumer request does not require you to create an account with us. We will only use Personal Information provided in a verifiable Consumer request to verify the requestor's identity or authority to make the request.

Verification Process

Upon receiving a data access or deletion request from you we will send an email to you at the email address we have for you on file. The email will ask you to respond to verify you as the Consumer making the request. Upon receipt of your verification we will match your information to that which is in our file. Upon verification of your identity we will proceed to process your request (subject to the exceptions stated above).

Response Timing and Format

We will confirm receipt of your request within ten (10) days of receiving it. We will respond to a verifiable Consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional forty-five (45) days), we will inform you of the reason and extension period in writing.

If you have an account with us, we will deliver our written response to that account. If you do not have an account with us, we will deliver our written response by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable Consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For data portability requests, we will select a format to provide your Personal Information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

We do not charge a fee to process or respond to your verifiable Consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Please note that this right does not apply to business-to-business customers, employment applicants, or independent contractors to us, or if the disclosure of Personal Information is for purposes consistent with the California resident's reasonable expectations, when considering the submission's circumstances.

Non-Discrimination

We will not discriminate against you simply for your exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services;

- Charge you different prices or rates for goods or services, including by refusing to gran discounts or other benefits, or imposing penalties;

- Provide you a different level or quality of goods or services; or,

- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

In accordance with the CCPA, we provide below a chart with a summary of Personal Information that we have collected from or about you in the past twelve (12) months, as well as the sources of that information, the business purposes of collection, and the third parties with whom we shared such Personal Information:

Category of Personal Information	Sources of Personal Information	Business Purpose	Categories of Consumers	Who we share it with
Identifiers (anything that can identify a person or device over time)	Information submitted to us by our users or customers ("User-submitted information")	To provide the Services For internal research, marketing, billing, account creation, purchase tracking, site design,	Consumers who use our Services, consumers who opt-in to our marketing	With our service providers

	Passive data collection (e.g., Google Analytics)	and for security (such as to analyze and detect unauthorized activity)	content, and consumers who purchase our Services	
Personal Information under CCPA (billing information; e.g., address, name)	User-submitted information	To provide the Services, including billing/payment processing. We also use this information for marketing, account creation, purchase tracking, and for internal research	People who use our Site or Services	With our service providers
Protected Classifications	User-submitted information, passive data collection (e.g., Google Analytics)	To provide the Services.	Anyone that receives marketing content or uses our Site	With our service providers
Commercial Information (for example, purchases and transaction history)	User-submitted information	To transact with our customers	People who use our Services	With our service providers
Biometric Information (for example, your measurements	User-submitted information	To provide the Services	People who use our Services	We don't share
Electronic network activity	User-submitted information Passive data collection (e.g., Google Analytics)	To transact with our customers, improve our digital services To personalize the content presented to individuals	People who use our Site or Services	With our service providers
Geolocation data	Passive data collection (e.g., Google Analytics)	To provide the Services For internal research, including to enable promotions and for us to develop the Services	Users of our Services	With our service providers
Professional or employment related	User-submitted information	Job Titles and Company names are used for internal purposes.	People who use our Site or Services	N/A
Inferences drawn from any personal information collected	User-submitted information Passive data collection	To provide the Services For internal research so we can better understand how users interact with our Services	People who use our Site or Services	With our service providers

Notices; Opting Out

By providing us with your email address (including by "following," "liking," linking your account to our Service or other services, etc., on a third party website or network), you consent to our using the email address to send you Service-related notices by email, including any notices required by law, in lieu of communication by postal mail. You also agree that we may send you notifications of activity on the Service to the email address you give us, in accordance with any applicable privacy settings. We may use your email address to send you other messages or content, such as, but not limited to, newsletters, additions or changes to features of the Service, or special offers. If you do not want to receive such email messages, you may opt out by emailing us your opt-out request or by clicking "unsubscribe" at the bottom of our e-newsletter. Opting out may prevent you from receiving email messages regarding updates, improvements, special features, announcements, or offers. You may not opt out of Service-related emails.

You can add, update, or delete information as explained above. When you update information, however, we may maintain a copy of the unrevised information in our records. You may request deletion of your account by emailing us. It is your responsibility to maintain your current email address with us.

Contact Information

If you have any questions about this Privacy Policy, our privacy practices, or for any other purposes, please contact us by email at support@trucesoftware.com or by mail at TRUCE Software, 817 Ogden Ave. #551, Lisle, IL 60532; Attn: Privacy.

Provisions That Apply Only to Citizens and Residents of the United Kingdom, European Economic Area or Switzerland:

The following provisions apply to you only if you are a UK, European or Swiss citizen or resident. If you are a UK, European or Swiss citizen or resident of the EEA, or other regions with laws governing data collection and use that may differ from the laws in the United States, please note that we may transfer your information to a country or jurisdiction that does not have the same data protection laws as your jurisdiction. We may do so to process your information by staff operating outside the EEA who works for us or for one of our service providers.

All processing of your Personal Information is performed in accordance with privacy rights and regulations, in particular, (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Information and on the free movement of such data, known as the General Data Protection Regulation (or more commonly, GDPR), and our processing will take place in accordance with the GDPR. For purposes of the GDPR, we will be the "data controller" of Personal Information (referred to in the GDPR as "Personal Data", and which is defined differently than in this Privacy Policy) we collect through the Site, unless we collect such information on behalf of a "data controller" in which case we will be a "data processor." This Privacy Policy does not apply to websites, applications or services that do not display or link to this Privacy Policy or that display or link to a different privacy policy. For UK, EU, and Swiss residents and citizens only, to the extent any definition in this Privacy Policy conflicts with a definition under the GDPR, the GDPR definition shall control.

What Is Our Legal Basis for Processing Personal Data (UK, EEA and Swiss visitors only)?

If you are a visitor to our Site and/or a user of our Services from the UK, EEA or Switzerland, our legal basis for collecting and using the Personal Data described above will depend on the Personal Data concerned and the specific context in which we collect it. However, we will normally collect Personal Data from you only where we need the Personal Data to perform Services for you for which you have contracted with us, or where the processing is in our legitimate interests or rely upon your consent where we are legally required to do so and not overridden by your data protection interests or fundamental rights and freedoms. In some cases, we may also have a legal obligation to collect Personal Data from you or may otherwise need the Personal Data to protect your vital interests or those of another person.

Your Data Rights Under GDPR

If you are subject to GDPR, your rights include the following:

- **The right to access** - Upon request, we will confirm any processing of your Personal Information and, and provide you with a copy of that Personal Information in an acceptable machine-readable format.

- **The right to rectification** - You have the right to have us correct any inaccurate Personal Information or to have us complete any incomplete Personal Information.

- **The right to erasure** - You may ask us to delete or remove your Personal Information and we will do so in some circumstances, such as where we no longer need it (we may not delete your data when other interests outweigh your right to deletion).

- **The right to restrict processing** - You have the right to ask us to suppress the processing of your Personal Information but we may still store your Personal Information. See below for more information.

- **The right to object to processing** - You have the right to object to your Personal Information used in the following manners: (a) processing based on legitimate interests or the performance of a task in the public interest/exercise of official authority (including profiling); (b) direct marketing (including profiling); and, (c) processing for purposes of scientific/historical research and statistics. See below for more information.

- **The right to data portability** - You have the right to obtain your Personal Information from us that you consented to give us or that is necessary to perform fulfillment of member benefits with you. We will give you your Personal Information in a structured, commonly used and machine-readable format.

- **The right to complaint to a supervisory authority** - You have the right to file a complaint with a supervisory authority, in particular in the European member state of your habitual residence, place of work or place of the alleged infringement if you consider that the processing of Personal Information relating to you infringes upon your rights.

- **The right to withdraw consent** - We rely on your consent to process your Personal Information, you have the right to withdraw that consent at any time. This will not affect the lawfulness of processing based on your prior consent.

Privacy Shield Policy

TRUCE has adopted this Privacy Shield Policy ("**PS Policy**") to establish and maintain an adequate level of Personal Data privacy protection. This PS Policy applies to the processing of Personal Data that TRUCE obtains from Customers located in the EEA, the United Kingdom, and Switzerland. In the context of this PS Policy, the term "**Customer**" means a visitor to our Site or a user of our Services.

1. Compliance. TRUCE complies with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework as set forth by the US Department of Commerce regarding the collection, use, and retention of personal information from visitors and customers in the EEA member countries, the United Kingdom, and/or Switzerland to the United States in reliance on Privacy Shield. TRUCE has certified to the US Department of Commerce that it adheres to the Privacy Shield Principles ("**Principles**") of notice, choice, accountability for onward transfer, security, data integrity and purpose limitation, access, recourse, enforcement, and liability with respect to such information. If there is any conflict between the policies in this PS Policy and the Principles, the Principles shall govern. To learn more about the Privacy Shield program, and to view our certification page, please see https://www.privacyshield.gov/. The list of organizations which are on the Privacy Shield List is at https://www.privacyshield.gov/list. The U.S. Federal Trade Commission (FTC) has jurisdiction over TRUCE's compliance with the Privacy Shield.

2. Types of Personal Data Collected. The types of data TRUCE collects are described above in the main body of the Privacy Policy under, for example, the section entitled "Information We Collect About You and How we Collect It." TRUCE does not collect Sensitive Data from its Customers. "**Sensitive Data**" is Personal Data that discloses a Data Subject's medical or health condition, race or ethnicity, political, religious or philosophical affiliations or opinions, sexual orientation, or trade union membership. To the extent required by the Principles, TRUCE will obtain opt-in consent if it engages in certain uses or disclosures of Sensitive Data.

3. Purposes for Which Personal Data is Collected and Used. The purposes for which TRUCE collects and uses Personal Data are described above in the main body of the Privacy Policy under, for example, the section entitled "How We Use Your Information."

4. How to Contact TRUCE With Inquiries or Complaints. In compliance with the EU-US Privacy Shield Framework and the Swiss-US Privacy Shield Framework, TRUCE commits to resolve complaints about your privacy and our collection or use of your personal information. UK, EU or Swiss individuals with questions or concerns about the use of their Personal Data should contact TRUCE at support@trucesoftware.com.

5. Types of Third Parties to Which Data is Disclosed. The type of third parties to which TRUCE discloses Personal Data, and the purposes for which it does so, including disclosure in response to lawful requests by public authorities, including to meet national security or law enforcement requirements are described above in the main body of the Privacy Policy under, for example, the section entitled "How We Share Your Information."

6. Data Access and Use Limitation Rights. Your rights to access, and the choices and means TRUCE offers you for limiting the use and disclosure of your Personal Data are described above in the subsection entitled "Your Data Rights Under GDPR."

7. Enforcement and Dispute Resolution

    a. If a Customer's question or concern cannot be satisfied through this process, TRUCE has further committed to refer unresolved privacy complaints under EU-US Privacy Shield and Swiss-US Privacy Shield to an independent dispute resolution mechanism operated by the Council of Better Business Bureaus.

b. If you do not receive timely acknowledgement of your complaint, or if your complaint is not satisfactorily addressed by TRUCE, EU and Swiss individuals may bring a complaint before the BBB EU and Swiss Privacy Shield program, information for which can be found at https://bbbprograms.org/programs/all-programs/bbb-privacy-shield/eu-dispute-resolution.

c. Finally, as a last resort and in limited situations, EU and Swiss individuals may seek redress from the Privacy Shield Panel, a binding arbitration mechanism. Information may be found at https://www.privacyshield.gov/.

8. <u>Responsibility for Transfers of Personal Data</u>. To the extent provided by the Principles, TRUCE shall remain liable if a third party TRUCE engages to process Personal Data on its behalf does so in a manner inconsistent with the Principles, unless TRUCE proves that it is not responsible for the event giving rise to the damage.

[END OF EXHIBIT E -- PRIVACY POLICY]

EXHIBIT F
Data Processing Addendum

TRUCE's current Data Processing Addendum (the "DPA") (which is generally applicable to all of TRUCE's customers, and is set forth on TRUCE's website at https://trucesoftware.com/dpa/) is set forth below in this Exhibit F. The DPA may be updated from time to time in TRUCE's sole discretion; and each such updated version will be deemed incorporated herein by reference as of its effective date; provided that no such updates to the DPA that materially diminish Customer's rights or protections shall apply unless and until TRUCE has provided Customer with notice of such updates.

* * *

Last Updated 09-28-2022

This Data Processing Addendum and all attachments hereto ("DPA") forms part of and is incorporated in the Software License and Services Agreement ("Agreement") in effect between **Cellcontrol, Inc. d/b/a TRUCE Software** ("**TRUCE**") and the customer identified in the Agreement (referred to herein as "**Customer**").

In the course of TRUCE providing the Services as defined in and pursuant to the Agreement, TRUCE or its Sub-processors may process Personal Data (as both such terms are defined herein) on behalf of Customer and the parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

This DPA is subject to the terms of the Agreement, and in the event of and to the extent of conflict between the DPA and the Agreement, the DPA shall prevail over the Agreement.

1. **DEFINITIONS**. All capitalized terms not defined in this DPA shall have the meanings set forth in the Agreement. The following capitalized terms are defined as follows:

    A. "Customer Data" means data provided by or on behalf of Customer or Customer's End Users via the TRUCE System under the Agreement, and includes Personal Data.

    B. "Data Controller" means an entity that determines the purposes and means of the processing of Personal Data.

    C. "**Data Protection Laws**" means all state, national, or supra-national laws and regulations currently in effect or as implemented or amended during the Agreement, including, but not limited to, the General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council the European Union of 27 April 2016 ("GDPR") and as adopted by the United Kingdom as the "UK GDPR", the California Consumer Privacy Act of 2018, Cal. Civ. Code §§ 1798.100 et seq. ("CCPA"), and California Privacy Rights Act of 2020 ("CPRA") relating to data privacy and security, and all of the foregoing to the extent applicable to the party having the obligation to comply.

    D. "EEA" means the European Economic Area.

    E. "End Users" means the end user employees and independent contractors of Customer who are authorized to use the software or Services pursuant to the Agreement.

    F. "Personal Data" means any information TRUCE processes for Customer that (a) identifies or relates to an individual who can be identified directly or indirectly from that data alone or in combination with other information in the TRUCE'S possession or control or that TRUCE is likely to have access to, or (b) the relevant definition under applicable Data Protection Laws otherwise define as protected personal information. Personal Data which has been de-identified, anonymized, or aggregated is not considered Personal Data.

G. "Processing" or "Processes" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

H. "Processor" means an entity that processes Personal Data on behalf of a Data Controller.

I. "SCC" or "Standard Contractual Clauses" means the Standard Contractual Clauses issued pursuant to Commission Implementing Decision (EU) 2021/914 of 4 June 2021, and as adopted by the United Kingdom, as well as any future amended versions of the foregoing, and, in particular, Modules 2 (controller-processor) and 3 (processor-processor).

J. "**Security Incident**" means a data security incident (as such term is defined under applicable Data Protection Laws) or similar term (e.g., "data breach"), in either case involving Personal Data.

K. "Services" means the services set forth in the Agreement to be provided by TRUCE, including the Processing of Personal Data, and also includes internal use of Customer Data for correcting, training, developing, and improving TRUCE's products and services.

L. "Sub-processor" means any Processor engaged by TRUCE or by any other subprocessor of TRUCE who agrees to receive from TRUCE or from any other subprocessor of TRUCE Personal Data exclusively intended for processing activities to be carried out on behalf of the data exporter (as defined under the GDPR) after the transfer in accordance with the data exporter's instructions and the terms of the SCC.

2. **SCOPE AND APPLICABILITY OF THIS DPA**. This DPA applies where and only to the extent that TRUCE processes Personal Data of Customer's employees or other personnel, and, as a result of such processing and other Services provided by TRUCE pursuant to the Agreement, Customer is subject to GDPR, CCPA/CPRA or other Data Protection Laws.

   A. Details of the Processing.

      i. Subject Matter. The subject matter of the Processing of Personal Data by TRUCE is part of the Services set forth in the Agreement.

      ii. Duration of Processing. Processing shall be for term specified in the Agreement plus the period from the expiration or termination of the Agreement until deletion of all Customer Data by TRUCE in accordance with the terms of the Agreement and this DPA.

      iii. Nature and Purpose of the Processing. The nature and purpose of the Processing is to provide the Services set forth in the Agreement.

      iv. Types of Personal Data Processed. The types of Personal Data include: name, address, email address, mobile and other phone numbers and identification, mobile device operating system information, IP address(es) (mobile device, computer, etc.), mobile device geolocation, technology identifiers, job title, employee ID, browser type and version, website pages visited, date and time of website visits, cookies, beacons, and tags.

      v. Categories of Data Subjects. The categories of Data Subjects Processed under this DPA include: Customer's employees and contractors who are authorized to use TRUCE's software, and website visitors.

   B. Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Data Controller and TRUCE is the Processor, notwithstanding any direct collection of Personal Data by TRUCE as part of the Services. Each party will comply with the obligations applicable to it under Data Protection Laws with respect to the Processing of Customer Personal Data.

C. Authorization by Third Party Controller. If and to the extent Customer is a Processor, Customer represents, warrants, and covenants to TRUCE that Customer's instructions and actions with respect to Customer Personal Data, including Customer's appointment of TRUCE as an additional processor (co-processor) or sub-processor, have been and during the Agreement shall be authorized by the relevant Data Controller (Customer).

3. **DATA PROCESSING**.

A. Customer's Collection of Personal Data. Customer shall, in its use of the Services, collect Personal Data in accordance with the requirements of all applicable Data Protection Laws. For the avoidance of doubt, Customer's instructions for the processing of Personal Data shall comply with Data Protection Laws and TRUCE shall not be obliged to comply with any instructions of Customer that would be reasonably likely to result in TRUCE violating any Data Protection Law. Customer shall have sole responsibility for the accuracy, quality and legality of Personal Data and the means by which Customer acquired Personal Data.

B. Certification by Customer. Customer certifies that it has, after providing proper notice, obtained the written consent, affirmative opt-in, and/or other written authorization from applicable individuals, or has a "legitimate basis" (as defined under GDPR)for collecting and processing Personal Data including making this Personal Data accessible to TRUCE and also for onward transfer of Customer Personal Data.

C. CCPA/CPRA Certification by TRUCE.

   i. TRUCE will comply with all requirements of CCPA/CPRA applicable to TRUCE when collecting, using, retaining, or disclosing Personal Data.

   ii. TRUCE certifies that it understands that TRUCE is prohibited from (A) "selling" (as that term is defined in CCPA/CPRA) Personal Data; (B) retaining, using, or disclosing Personal Data for any purpose other than for the specific purpose of performing the Services specified in the Agreement, including retaining, using, or disclosing Personal Data for a commercial purpose other than providing the Services specified in the Agreement; or, (C) retaining, using, or disclosing Personal Data outside of the direct business relationship between Customer and the business, and TRUCE certifies it will comply with these prohibitions.

   iii. TRUCE represents that, as of the Effective Date of the Agreement, it has no reason to believe any CCPA/CPRA requirements or restrictions prevent it from providing any of the business purposes contemplated under the Agreement or otherwise performing under this Addendum.

D. Processing of Personal Data. TRUCE shall treat Personal Data as Confidential Information and shall only process Personal Data on behalf of and in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement and applicable Addenda; (ii) Processing initiated by End Users in their use of the Services; and, (iii) Processing to comply with other documented reasonable instructions provided by Customer where such instructions are consistent with the terms of the Agreement. This DPA and the Agreement are Customer's complete instructions to TRUCE for the Processing of Personal Data. Any modified or additional instructions may only be by written amendment to this DPA signed by the parties. Customer will have the exclusive authority to determine the purpose for and means of TRUCE's Processing of Personal Data.

E. Data Protection Impact Assessment. Upon Customer's request, but no more frequently than once annually, TRUCE shall provide Customer with reasonable cooperation and assistance needed to fulfill any obligations of Customer under GDPR to carry out a data protection impact assessment (as defined under the GDPR) related to Customer's use of the Services, and Customer will reimburse TRUCE for TRUCE's time at TRUCE's then-current hourly rates for such work.

F. Derivative Information. "**Derivative Information**" means, collectively, (i) information derived or generated from or based on Customer Personal Data, but not containing Customer Personal Data, (ii) Customer Personal Data which has been de-identified or anonymized so that it no longer identifies a specific individual

or Customer; and, (iii) Customer Personal Data which has been aggregated with other data but which no longer identifies a specific individual or Customer. Derivative Information will be owned solely by TRUCE. During this Agreement and after any expiration or termination TRUCE may create and use Derivative Information solely internally for TRUCE's business purposes without a duty of accounting to Customer, such purposes including, but not limited to, (a) to create, test, train, and inform algorithms, machine learning and product automation; (b) to create, train, and test machine learning models for tax preparation and verification automation and quality detection, and (c) to develop, create, extract, compile, synthesize, analyze and commercialize statistics, analytics, metrics, reports, benchmarks, measures and other information, and (d) to improve or develop trained models, products or services.

4. **RIGHTS OF DATA SUBJECTS**.

   A. <u>Data Subject Request</u>. TRUCE shall, to the extent legally permitted, promptly notify Customer if TRUCE receives a request from an individual whose data is subject to Data Protection Laws ("Data Subject") to exercise the Data Subject's applicable rights of access, rectification, restriction of Processing, erasure ("right to be forgotten"), data portability, objection to the Processing, and/or right not to be subject to an automated individual decision-making process, as applicable and required under Data Protection Laws (each of the foregoing referred to as a "Data Subject Request").

   B. Taking into account the nature of the Processing, TRUCE shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonably possible, for the fulfilment of TRUCE's obligation to respond to a Data Subject Request under Data Protection Laws. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, TRUCE shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent TRUCE is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws. To the extent permitted under the GDPR or CCPA, Customer shall be responsible for and promptly reimburse TRUCE (upon receipt of TRUCE's invoice) for any costs (including TRUCE's internal time or that of its contractors) arising from TRUCE's provision of such assistance.

5. **RETURN OR DELETION OF DATA**. Upon termination or expiration of the Agreement and upon written request of Customer, TRUCE shall delete or return to Customer all Customer Data (including copies) in its possession or control other than as permitted under the Agreement or this DPA, provided that this requirement shall not apply to the extent TRUCE is required by applicable law to retain some or all of the Customer Data, or to Customer Data TRUCE has archived on back-up systems which Customer Data TRUCE shall securely isolate and protect from any further Processing, except to the extent required by applicable law or permitted under the Agreement or this DPA. All Customer Data retained by TRUCE after such termination or expiration of the Agreement will be maintained as confidential.

6. **DATA PRIVACY**. Customer shall maintain appropriate notice, consent, opt-in, and opt-out mechanisms as are required by Data Protection Laws to enable TRUCE to lawfully collect, process, store, retain, transmit, and transfer data from the devices of End Users in accordance with and as described in the Privacy Policy referenced in the Agreement. TRUCE shall comply with the Privacy Policy.

7. **SUB-PROCESSING**.

   A. <u>Appointment of Authorized Sub-processors</u>. Customer acknowledges and agrees that TRUCE may engage third-party Sub-processors to process Customer Data. When engaging any Sub-processor, TRUCE will ensure via a written agreement that:

      i. the Sub-processor only accesses and uses Personal Data to the extent required to perform the obligations subcontracted to it and does so in accordance with the Agreement (including this DPA);

      ii. if and to the extent the GDPR and/or CCPA applies to the processing of Personal Data, the data protection obligations set out in Article 28(3) of the GDPR (Processor's obligations) or as set out in CCPA/CPRA are imposed on the Sub-processor.

iii. The written agreement with each Sub-processor shall contain data protection obligations not less protective than those in this DPA with respect to the protection of Customer Data to the extent applicable to the nature of the Services provided by such Sub-processor.

B. <u>List of Current Sub-processors and Approval of New Sub-processors</u>. Upon Customer's request, TRUCE shall make available to Customer the then-current list of Sub-processors for the Services identified in Agreement.

C. <u>Responsibility for Sub-processors</u>. TRUCE shall be responsible for the acts and omissions of its Sub-processors to the same extent TRUCE would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

8. **SECURITY MEASURES**.

A. <u>Security Measures</u>. TRUCE will implement and maintain technical and organizational measures designed to protect Customer Data held by TRUCE against accidental or unlawful destruction, loss, alteration, and unauthorized disclosure or access in accordance with TRUCE's security standards, including, as appropriate and as required, the measures required pursuant to Article 32 of the GDPR or pursuant to CCPA/CPRA. Such security measures include measures (a) to encrypt Personal Data; (b) to help ensure ongoing confidentiality, integrity, availability, and resilience of TRUCE's systems and Services; (c) to help restore timely access to Personal Data following a security incident; and, (d) for regular testing of effectiveness.

B. <u>Confidentiality of Personnel</u>. TRUCE shall ensure that any TRUCE personnel who are authorized by TRUCE to process Customer Data (including its staff, agents and subcontractors) shall be under appropriate obligations of confidentiality. TRUCE shall ensure that TRUCE's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement. TRUCE shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data and have received appropriate training on their responsibilities.

9. **SECURITY INCIDENT MANAGEMENT**. TRUCE shall maintain security incident management policies and procedures as required by Data Protection Laws.

A. <u>Security Incident Response</u>. Upon becoming aware of and verifying the occurrence of a Security Incident involving or believed to involve Personal Data, TRUCE shall notify Customer without undue delay and shall periodically provide information relating to the Security Incident as it becomes known or as is reasonably requested by Customer.

B. TRUCE shall make reasonable efforts to identify the cause of such Security Incident and take those steps as TRUCE deems necessary and reasonable in order to remediate the cause of such Security Incident to the extent the remediation is within TRUCE's reasonable control. The obligations of TRUCE herein shall not apply to incidents that are caused by or due to Customer's acts or omissions or those of Customer's service providers other than those covered by this DPA.

C. <u>No Acknowledgement of Fault by TRUCE</u>. TRUCE's notification of or response to a Security Incident under this Section 9 will not be construed as an acknowledgement or admission by TRUCE of any fault or liability with respect to the Security Incident or any damages resulting therefrom.

D. <u>Customer Responsibilities</u>. Notwithstanding the above, Customer agrees that except as provided by this DPA, Customer is responsible for its secure use of the Services, including securing its and its End Users' account authentication credentials, protecting the security of Customer Data when in transit to and from the Services, and taking any appropriate steps to securely encrypt or backup any Customer Data uploaded to the Services.

10. **INTERNATIONAL TRANSFERS**.

A. <u>Data Center Locations</u>. TRUCE may store, transfer, and/or Process Customer Data anywhere in the world where TRUCE or its Sub-processors or service providers maintain data processing operations. TRUCE shall at all times maintain a commercially reasonable level of protection for the Customer Data Processed, but not less than in accordance with the requirements of Data Protection Laws

B. If TRUCE's provision of the Service results in Personal Data either (i) being transferred from a jurisdiction that regulates international transfers of Personal Data (including, without limitation, the UK, the EEA, Switzerland and Australia) by Customer directly to TRUCE in a third country that is not deemed by the jurisdiction from which the transfer took place as offering an adequate level of protection for the Processing of Personal Data; or (ii) being transferred to a third country that is not deemed adequate by the jurisdiction from which the Personal Data was originally transferred from and that original transfer took place under the terms of the Standard Contractual Clauses (a "**Restricted Transfer of Personal Data**"), then the parties shall be deemed to have entered into, and shall comply with, the Standard Contractual Clauses which shall be incorporated herein, in order to adduce adequate safeguards for the relevant Restricted Transfer of Personal Data. Upon the reasonable request of either party, the parties shall cooperate to complete, agree and execute a copy of the Standard Contractual Clauses.

C. Reference to "**Standard Contractual Clauses**" means the latest version of the standard contractual clauses for the transfer of personal data adopted by the European Commission from time to time, in all cases incorporating the Relevant Amendments. Upon the effective date of adoption for any revised Standard Contractual Clauses by the European Commission, all references in this Section to "Standard Contractual Clauses" shall refer to that latest version and, upon written request of Customer, TRUCE shall prepare such amendments to these terms (and the Relevant Amendments (as set forth below)) as may be required to take into account and give effect to the European Commission's adoption of the revised Standard Contractual Clauses.

D. In the event of any conflict or inconsistency between roles and scope of the Processing and the provisions of the Standard Contractual Clauses (to the extent the latter has been entered into by the parties pursuant to this Section), the provisions of the Standard Contractual Clauses shall prevail to the extent of the conflict.

E. <u>EU Standard Contractual Clauses</u>. TRUCE shall cooperate with, and take such action as reasonably required by Subscriber, including the execution (if agreed to by TRUCE) of an additional data protection agreement that is legally adequate, to enable it to comply with its obligations under applicable data protection and privacy laws as they relate to Personal Data. Without limiting the foregoing, TRUCE and Customer agree that the Standard Contractual Clauses shall apply to the transfer of Personal Data to TRUCE from any data exporter (as defined in the Standard Contractual Clauses). If the Standard Contractual Clauses are amended, updated, or replaced, such amended, updated, or replacement version shall be deemed to apply to the Agreement, and Customer and TRUCE agree to take such other steps as may be required or necessary under the amended, updated, or replacement version to enable transfers to continue to non-adequate jurisdictions. The execution of any such new versions of the Standard Contractual Clauses or any additional data protection agreement will not be required in order for such new versions to apply to the Agreement and shall not constitute a new Service. TRUCE shall also require that any Subcontractors comply with the applicable terms of the Standard Contractual Clauses (and any such amended, updated, or replacement version) and the applicable terms of any additional data protection agreement, or otherwise comply with the requirements of an alternative legal mechanism that is legally adequate to legitimize the processing of such Personal Data (such as binding corporate rules).

F. "**Relevant Amendments**" means the Standard Contractual Clauses (with Module Two and/or Three language, as applicable), with the following permitted amendments:

   i. Modules One and Four language deleted;

   ii. in Annex I.A. (List of Parties), details of the Data Importer populated with the TRUCE's details (including "Role controller/processor" completed with "processor") and details of the Data Exporter populated with the Customer's details (including "Role controller/processor" completed with

"controller" and "processor"), in each case as described in the Agreement for the provision and receipt of Services to which the transfer relates;

iii.   in Annex I.B. (Description of Transfer), the relevant details from the Agreement to which the transfer relate(s);

iv.   in Annex I.C. (Competent Supervisory Authority), the national data protection regulator in the country of establishment of the relevant Data Exporter (as set out in Annex I.A. (List of Parties) of the Standard Contractual Clauses);

v.   in Annex II (Technical and Organisational Measures Including Technical and Organisational Measures to Ensure the Security of Data), the relevant details from the Transaction Documents to which the transfer relate(s);

vi.   the optional wording at Clause 11 deleted;

vii.   details of the sub-processors the Data Importer intends to engage, using the relevant details from approved list of subcontractors set out in the Agreement; and

viii.   in Clause 9, option 1 deleted and a time period of 30 days inserted;

ix.   where the GDPR applies to the relevant transfer (or the Standard Contractual Clauses apply to the Personal Data that is subject to the relevant transfer):

   a.   the applicable wording for Clause 13(a) (as determined by the instructions in square brackets in that Clause) retained and the two remaining alternatives deleted;

   b.   in Clause 17, Option 2 deleted and Option 1 completed with details of the law of the Republic of Ireland; and

   c.   Clause 18(b) completed with details of the courts of the country of establishment of the Data Exporter (as set out in Annex I.A. (List of Parties) of the Standard Contractual Clauses); and

x.   where the UK GDPR applies to the relevant transfer (or the UK SCCs apply to the data which is the subject of the relevant transfer), the amendments to the Standard Contractual Clauses set out either (i) in the Information Commissioner's "UK Addendum to the EU Commission Standard Contractual Clauses" found at https://ico.org.uk/media/about-the-ico/consultations/2620398/draft-ico-addendum-to-com-scc-20210805.pdf or (ii) such replacement addendum to the Standard Contractual Clauses as the Information Commissioner might issue from time to time (these addenda known as the "**UK SCCs**").

xi.   where the Swiss Federal Act on Data Protection ("FDAP") applies to the relevant transfer (or the Swiss SCCs apply to the data which is the subject of the relevant transfer), the amendments to the Standard Contractual Clauses set out either (i) in the Swiss Federal Data Protection and Information Commissioner's paper on "The transfer of personal data to a country with an inadequate level of data protection based on recognized standard contractual clauses and model contracts" dated 27 August 2021 or (ii) such replacement addendum to the Standard Contractual Clauses as the Federal Data Protection and Information Commissioner might issue from time to time (the Standard Contract Clauses with these amendments known as the "**Swiss SCCs**").

xii.   where neither the GDPR nor UK GDPR applies to the relevant transfer:

   a.   Clause 13(a) completed with details of the country of establishment and supervisory authority of the Data Exporter (as set out in Annex I.A. (List of Parties) of the Standard Contractual Clauses);

b. in Clause 17, Option 2 deleted and Option 1 completed with details of English law;

c. Clause 18(b) completed with details of the courts of England and Wales;

d. all references to the GDPR replaced by references to Data Protection Legislation applicable to the Data Exporter, and references to provisions or concepts of the GDPR replaced by references to the provisions or concepts of applicable Data Protection Legislation most closely related to the relevant term as understood in the GDPR;

e. all references to Member States of the European Union or to the European Union replaced by references to the country of establishment of the Data Exporter (as set out in Annex I.A. (List of Parties) of the Standard Contractual Clauses); and

f. save where required as mandatory requirement of applicable Data Protection Legislation, all references to third party beneficiary rights deleted and ignored.

To the extent any part of the Standard Contractual Clauses referred to in this definition is replaced in any amended, replacement or subsequently approved Standard Contractual Clauses, then the relevant parts of this definition shall include any similar provisions or clauses in such amended, replaced or subsequently approved Standard Contractual Clauses.

11. **TERMINATION**. This DPA shall terminate automatically upon termination or expiration of the Agreement.

[END OF EXHIBIT F -- DATA PROCESSING ADDENDUM]