This agreement governs the terms of subscription and use of services between Globlue Technologies LLC (Supplier) and the end user (Customer). The terms herein apply to the Solution named above. The terms also apply to any Supplier updates, supplements, internet-based services, and support services. Globlue is an IBM Business Partner, authorized to resell, design, develop, and enhance i2 software using IBM's i2 software development kit (a restrict code). The software developed by Globlue does not replace IBM's core software nor violates any existing software warranty and/or support agreement between the Customer and IBM.

1. Definitions

Solution: ARKHOS Analyst (Physical Appliance, or Virtual Appliance, or License Only), comprised of (a) IBM i2 Analyst Notebook, (b) ARKHOS Proprietary Intelligence Schema, (c) Virtual or Physical Appliance, (d) ARKHOS TLOxp i2 Connector (a TransUnion TLOxp account is required to use this feature), and (e) Others ARKHOS' add-ons purchase on demand;

User Subscription: The user subscriptions purchased by the Customer pursuant to Section 2 which entitle Authorized Users to access and use the Solution in accordance with this agreement.

Authorized User: Any computing device that requests the execution of or receives for execution a set of commands, procedures, or applications from the Solution requires a subscription as if that device were a person.

2. General Terms

By downloading, installing, copying, accessing, clicking on an "accept" button, or otherwise using the Solution, Customer agrees to the terms of this agreement. If you are accepting these terms on behalf of Customer, you represent and warrant that you have full authority to bind Customer to these terms.

3. User Subscriptions

Subject to the Customer purchasing the User Subscription in accordance with this Section 2 and Section 9, the restrictions set out in the Section 3 and the other terms and conditions of this agreement, the Supplier hereby grants to the Customer a non-exclusive, non-transferable right to permit the Authorised Users to use the Solution during the subscription term solely for the Customer's internal business operations. In relation to the Authorised Users, the Customer undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Solution shall not exceed the number of User Subscriptions it has purchased from time to time; (b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Solution.

4. Usage Restrictions

Except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties: (a) and except to the extent expressly permitted under this agreement, attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Solution in any form or media or by any means; or (b) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Solution; or (c) access all or any part of the Solution in order to build a product or service which competes with the Solution; or (d) use the Solution to provide services to third parties; or (e) contrary to the subject to terms of this agreement, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Solution available to any third party except the Authorized Users, or (f) attempt to obtain, or assist third parties in obtaining, access to the Solution, other than as provided under the Section 3; and (g) The Customer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Solution. The rights provided under this Section 3 are granted to the Customer only, and shall not be considered granted to any agency or office of the Customer.

5. Additional User Subscriptions

Subject to Section 3, the Customer may, from time to time during any Subscription Term, purchase additional User Subscriptions in excess of the number of authorized users initially contracted, and the Supplier shall grant access to the Solution to such additional Authorised Users in accordance with the provisions of this agreement. If the Customer wishes to purchase additional User Subscriptions, the Customer shall notify the Supplier in writing. The Supplier shall provide terms and price for additional User Subscriptions requested for Customer approval.

After Customer's request to purchase additional User Subscriptions, the Customer shall, within 15 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in Supplier's invoice and, if such additional User Subscriptions are purchased by the Customer part way through the initial subscription term or any renewal period (as applicable), such fees shall constitute a new subscription term for the User Subscriptions added.

6. Support Services

The Supplier shall, during the subscription term, provide the support services and make available the Solution to the Customer in accordance with the terms of this agreement. The Supplier will, as part of the Solution and at no additional cost to the Customer, provide the Customer with the Supplier's standard customer support services during normal business hours (that is, 8:30am – 5:00pm CST) in effect at the time that the Services are provided. The Customer may purchase enhanced support services separately at the Supplier's then current rates. During the term of the subscription, Supplier provides continuous support and software updates, aimed to enhance Solution capabilities as well as correct any malfunctioning behavior. Service support can be requested online through ARKHOS Support Center at https://support.globlue.com, by phone (832) 460-6474 ARKHOS Support Team, or by email support@globlue.com.

7. Customer Data

The Customer shall own all rights, title and interest in and to all of the Customer data and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of the Customer data. The Customer shall follow its archiving procedures for Customer data as set out in its internal Back-Up Policy. The Supplier shall not be responsible for any loss, destruction, alteration or disclosure of Customer data caused by any third party or technical failure.

8. Supplier's Obligations

The Supplier undertakes that the Solution can be made available on Customer premises or on the cloud and Customer will use it with reasonable skill and care.

The undertaking at Section 8 shall not apply to the extent of any non-conformance which is caused by use of the Solution contrary to the Supplier's instructions, or modification or alteration of the Solution by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Solution does not conform to the foregoing undertaking, Supplier will, at its expense, use all reasonable commercial endeavours to correct any such non-conformance promptly, or provide the Customer with an alternative means of accomplishing the desired performance. Such correction or substitution constitutes the Customer's sole and exclusive remedy for any breach of the undertaking set out in Section 8. Notwithstanding the foregoing, the Supplier: (a) does not warrant that the Customer's use of the Solution will be uninterrupted or error-free; nor that the Solution and/or the information obtained by the Customer through the Solution will meet the Customer's requirements; and (b) is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, and the Customer acknowledges that the Solution may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

This agreement shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing solutions, which are similar to those provided under this agreement.

The Supplier warrants that it has and will maintain all necessary licences, consents, and permissions necessary for the performance of its obligations under this agreement.

9. Customer's Obligations

The Customer shall: (a) comply with all applicable laws and regulations with respect to its activities under this agreement; (b) carry out all other Customer responsibilities set out in this agreement in a timely and efficient manner; (c) ensure that the Authorised Users use the Solution in accordance with the terms and conditions of this agreement and shall be responsible for any Authorised User's breach of this agreement; (e) ensure that its network and systems requirements comply with the relevant specifications provided by the Supplier from time to time; and (f) be solely responsible for storing and maintaining its data, including but not limiting to backup policies, operating system and security updates.

10. Charges and Payment

The Customer shall pay the subscription fees to the Supplier for the User Subscriptions in accordance with the terms of the subscription purchase order. Customer shall pay each invoice within 15 days after the date of such invoice. If the Supplier has not received payment within 15 days after the due date, and without prejudice to any other rights and remedies of the Supplier, Supplier may, without liability to the Customer, concede a grace period of 5 days after due date.

All amounts and fees stated or referred to in this agreement: (a) shall be payable in US dollars; (b) are non-cancellable and non-refundable; (c) are exclusive of value added tax, which shall be added to the Supplier's invoice(s) at the appropriate rate.

11. Proprietary Rights

The Customer acknowledges and agrees that the Supplier and/or its technology partners own all intellectual property rights in the Solution. Except as expressly stated herein, this agreement does not grant the Customer any rights to, or in, patents, copyrights, database rights, trade secrets, trade names, trade marks (whether registered or unregistered), or any other rights or licenses in respect of the Solution.

The Supplier confirms that it has all the rights in relation to the Solution that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this agreement.

12. Confidentiality

Each party may be given access to Confidential Information from the other party in order to perform its obligations under this agreement. A party's Confidential Information shall not be deemed to include information that: (a) is or becomes publicly known other than through any act or omission of the receiving party; (b) was in the other party's lawful possession before the disclosure; (c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; (d) is independently developed by the receiving party, which independent development can be shown by written evidence; or (e) is required to be disclosed by law, by any court of competent jurisdiction or by any regulatory or administrative body.

Each party shall hold the other's Confidential Information in confidence and, unless required by law, not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation of this agreement. Each party shall take all reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of this agreement. Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party. The Customer acknowledges that details of the Solution, and the results of any performance tests of the Solution, constitute the Supplier's Confidential Information. The Supplier acknowledges that the Customer data is the Confidential Information of the Customer. This Section 12 shall survive termination of this agreement, however arising.

13. Mutual Indemnification

Each party shall indemnify, defend, and hold the other party, its parent, affiliates, agents and employees, harmless from and against any and all claims, actions, liabilities, losses, costs and expenses arising from or in connection with (a) such party's breach of this Agreement, including but not limited to its representations and warranties; or (b) such party's gross negligent acts or omissions. Each party agrees to give the other party prompt written notice of any claims, to tender the defense and settlement of such claim.

14. Limitation of Liability.

In no event shall the aggregate liability of each party together with all of its affiliates arising out of or related to this agreement exceed the total amount paid by the Customer hereunder for the Solution giving rise to the liability in the twelve months preceding the first incident out of which the liability arose. The foregoing limitation will apply whether an action is in contract or tort and regardless of the theory of liability, but will not limit Customer's payment obligations under this agreement.

In no event will either party have any liability arising out of or related to this agreement for any lost profits, revenues, goodwill, or indirect, special, incidental, consequential, cover, business interruption or punitive damages, whether an action is in contract or tort and regardless of the theory of liability, even if a party or its affiliates have been advised of the possibility of such damages or if a party's or its affiliates' remedy otherwise fails of its essential purpose. The foregoing disclaimer will not apply to the extent prohibited by law.

15. Term and Termination

This Agreement commences on the date Customer first accept it and continues until all subscriptions hereunder have expired or have been terminated. The term of each subscription shall be as specified in the applicable order form. Except as otherwise specified in an order form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per- unit pricing during any renewal term shall increase in accordance with the most current pricing rates. Except as expressly provided in the applicable order form, renewal of promotional or one-time priced subscriptions will be at Supplier applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Solution has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing. A party may terminate this Agreement for cause (a) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (b) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

Refund or Payment Upon Termination. If this Agreement is terminated by the Customer, in accordance with Section 15 (termination), Supplier shall refund Customer any prepaid fees covering the remainder of the term of all Order Forms after the effective date of termination. If this Agreement is terminated by the Supplier, in accordance with Section 15 (termination), Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms. In no event will

termination relieve Customer or Supplier obligation to pay any fees payable to Supplier for the period prior to the effective date of termination.

Customer Data Portability and Deletion. Upon request by the Customer made within 30 days after the effective date of termination or expiration of this Agreement, Supplier will make Customer's data available to Customer for export or download (ARKHOS Analyst Virtual Appliance on the cloud) or Customer shall make a backup of its data before removing the license, or returning the physical appliance to Supplier (ARKHOS Analyst Physical Appliance on premise), or proceed with assisted uninstallation procedures (ARKHOS Analyst License Only). After such 30-day period, Supplier will have no obligation to maintain or provide any Customer data, and shall thereafter delete or destroy all copies of Customer data in Supplier systems or otherwise in Supplier possession or control, unless legally prohibited.

16. Waiver

A waiver of any right under this agreement is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and to the circumstances for which it is given. Unless specifically provided otherwise, rights arising under this agreement are cumulative and do not exclude rights provided by law.

17. Severance

If any provision or part of a provision of this agreement is found by any court or administrative body of competent jurisdiction to be invalid, unenforceable, or illegal, the other provisions shall remain in force. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.

18. Entire Agreement

This agreement, and any documents referred to in it, constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter they cover. Each of the parties acknowledges and agrees that in entering into this agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding, whether in writing or not of any person, whether party to this agreement or not relating to the subject matter of this agreement, other than as expressly set out in this agreement.

19. Assignment

The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under this agreement.

20. No Partnership or Agency

Nothing in this agreement is intended to or shall operate to create a partnership between the parties, or authorise either party to act as agent for the other, and neither party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way, including, but not limited to, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power.

21. Third Party Rights

This agreement does not confer any rights on any person or party other than the parties to this agreement and, where applicable, their successors and permitted assigns.

22. Notices

Any notice required to be given under this agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address set out in this agreement or in the order form, or such other address as may have been notified by that party for such purposes. A notice delivered by hand shall be deemed to have been received when delivered or if delivery is not in business hours, at 9 am on the first business day following delivery. A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

23. Governing Law and Jurisdiction

This agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation including non-contractual disputes or claims are governed by, and construed in accordance with, the law of the State of Texas.