

PVITL TERMS AND CONDITIONS

Last Modified November 1, 2019

1. ACCEPTANCE

IMPORTANT: Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before engaging with or using the www.pvttl.com website and PVITL® Mobile Applications and services. Ardian Group Inc. and its applicable subsidiaries (collectively "Ardian" "us", "we", or "our") provides its clients with access to the PVITL® Subscription Service (the "Service"), a web-based service that allows you to store, retrieve, organize, share, and use data including sensitive personally identifiable information in a multitude of ways and applications. Your access to and right to use of the Service is conditioned upon your acceptance of and compliance with these Terms and Conditions. These Terms and Conditions govern your relationship with the Service and apply to all subscribers, administrators, visitors, users, and others who wish to access or use any part of the Service. By accessing or using the Service you agree to follow and be bound by these Terms. **IF YOU DISAGREE WITH ANY PART OF THE TERMS, THEN YOU MUST EXIT THE PROGRAM AS YOU DO NOT HAVE PERMISSION TO ACCESS THE SERVICE.**

As used herein, the terms "you" and "user" all refer to every person and entity using the Service in any way including a Client. "Client" means the PVITL Client that has subscribed for and is paying the fees for the Service. If you are using this Service on behalf of an organization or legal entity, you agree to these Terms on behalf of that organization or entity, and you represent that you have actual authority to bind the organization or entity. In this case, "you" or "your" will refer to the organization or entity you represent. By accessing or using the Service you agree to be bound by these Terms.

Subject to these Terms and Conditions and inclusive of the documents and policies referenced herein, a subscription to the Service gives a Client a limited, non-exclusive, non-transferable, and revocable license to access and use the Service for legitimate and lawful business purposes. All rights not authorized to you herein are reserved by Ardian. You are responsible at your own expense to acquire access to the internet and pay all fees associated with such access. Additionally, you are required to provide all equipment necessary to make such connections to the internet.

2. DEFINITIONS

Whenever used herein, the following terms shall have the meaning ascribed to them below. Other capitalized terms used herein are defined in the context in which they are used and shall have the meaning ascribed therein.

We reserve the right to refuse your subscription for any reason.

A. Types of Users

The terms User, Users, or you will refer to all individuals and entities utilizing the Service in any way. Different categories of Users will have different names depending on the way that they interact with Ardian and the Service. These types of Users may include:

1. Client (including a Client Administrator and Community Administrator). A Client is a person or entity that registers for a subscription to the Service (whether via a free trial or paid subscription), and a Client Administrator is a person who administers, uses, or maintains the use of the Service on behalf of a Client (e.g. to Handle Information from Users associated with the Client, communicate with those Users, etc.).
2. Community Administrator. A Community Administrator uses the Service to Handle Information on behalf of a specific group or category ("Community") of Users.
3. Individual User or Registrant. An Individual User is a person that signs up and maintains their information with the Service. Individual Users may use the Service as provided by a Client. Individual Users agree to provide necessary information as specified by a Client and/or Community Administrator.

B. Information / Data

Information and Data both refer collectively to all information collected and utilized within the Service.

C. Handling

A Client, or someone on behalf of the Client (e.g. a Client Administrator) can collect, use, disclose and maintain ("Handling", "Handled", "Handle") information from third parties using the Service.

D. Content

Content refers to all materials added or provided by a User that is contained in, stored by, or made available by the Service including without limitation text, audio, images, video, data, readable and executable files. Content includes all modifications to lawful and authorized information, data, presentation, look and feel, or formatting provided by a User.

3. SERVICE LEVEL USER LIMITS

Each Service Level permits a maximum number of Users and/or Data (the "User Limit"). Depending upon your Service Level Plan, each User who creates an account under the Client and the amount of Data input is counted against the User Limit. When a User Limit has been reached, no additional Users can be added without upgrading to a higher Service Level plan. You may only grant access to a User

by assigning unique access credentials, and no concurrent usage under a single credential is permitted. Only one individual may be associated with and use unique access credentials. You may not circumvent this requirement (whether by adding and subtracting user accounts frequently, or by other means).

4. SUBSCRIPTION

A. Billing Cycle

The Service is billed on a subscription basis ("Subscription(s)"). All Subscriptions are set to automatically renew unless the renewal setting is modified through your online account management portal at least 24 hours prior to the date set for renewal. You will be billed in advance on a recurring and periodic basis ("Billing Cycle"). Payment must be received within ten (10) business days of commencement of the Billing Cycle or the account will be cancelled. Billing Cycles are either monthly or annual. Selecting a monthly, or annual Subscription will determine the Billing Cycle.

B. Cancellation

You may cancel your Subscription either through your online account management page, or by contacting Ardian customer support and receiving email confirmation of such cancellation, in either case at least 24 hours prior to the date set for renewal. Cancellation will be effective upon the last day of the then-current Subscription Billing Cycle. We will retain your account data for 30 days from the date of Cancellation, after which the account and all Data associated with the account will be permanently deleted ("Deletion"). You may request a file containing your data by written request no later than ten (10) business days after the effective date of the Cancellation.

C. Payment Method

A valid payment method, including credit card, is required to process the payment for your Subscription. You shall provide Ardian with accurate and complete billing information including full name, address, state, zip code, and telephone number and shall update such information as and when there are any changes. By submitting such payment information, you automatically authorize Ardian to charge all Subscription fees incurred to any such payment instruments.

D. Payment Failure

Should payment pursuant to automatic billing fail to occur for any reason ("Payment Failure"), Ardian will issue an electronic invoice indicating that you must provide alternate payment method. The Client will have ten (10) business days to provide valid payment prior to Cancellation. After Cancellation, you will have ten (10) business days to request a file containing your Data, after which your account will be subject to Deletion.

E. Disputed Charges

If any charges are disputed by the cardholder that result in a chargeback to Ardian, the respective account will be immediately treated as a Payment Failure subject to the above procedure.

F. Free Trial

Ardian may, at its sole discretion, offer a Subscription with a free trial for a limited period of time ("Free Trial"). You may be required to enter your billing information in order to sign up for the Free Trial. If you do enter your billing information when signing up for the Free Trial, you will not be charged until the Free Trial has expired. Unless you cancelled your Subscription prior to the expiration of the Free Trial, you will be automatically charged on the first day following the expiration of the Free Trial for the applicable Subscription fees for the type of Subscription you have selected. At any time and without notice, Ardian reserves the right to (i) modify the terms and conditions of the Free Trial offer, or (ii) cancel such Free Trial offer.

G. Fee Changes

Ardian in its sole discretion and at any time, may modify the Subscription fees. Any modified Subscription fee change will become effective upon the later of the end of the then-current Billing Cycle or after 14 days' notice (which notice may be by placement on the PVITL website or email to the Client Administrator).

Your continued use of the Service after the Subscription fee change comes into effect constitutes your agreement to pay the modified Subscription fee amount.

H. All Sales are Final

All fees are nonrefundable, even if the Service is suspended or cancelled prior to the end of the Billing Cycle.

I. Taxes

The Service is a cloud computing services and access to the Service is provided to Users under these Terms and Conditions and, for some Users, a paid subscription. Ardian does not collect sales tax for cloud services. The User is responsible for all taxes, charges or duties including, without limitation, sales, use, value added, royalty, or withholding taxes imposed by a federal, state, provincial, local or other government entity on Service provided under this Agreement.

J. Subscriber Responsibility

If you are a Client, you are solely responsible for all uses of the Service under your Subscription including all Content, including all acts and omissions of Users.

K. Account Suspension / Termination

We may suspend your account and bar access to the Service and Content immediately, without prior notice or liability, for any reason whatsoever and without limitation, including but not limited to a breach of the Term, a violation of Ardian's or a third-party's rights, or other inappropriate usage. Ardian will, at its sole discretion, determine if the violation of the Terms can be remedied and the account reinstated. Accounts that are not reinstated will be subject to Account Cancellation and Deletion. Upon your request no later than ten (10) business days after Cancellation, Ardian will provide you with a file containing the Data in your account unless Ardian believes in its sole discretion that to do so would violate its own rights or those of third parties or of law. You agree that Ardian is not liable to you or to any third party in the event of Cancellation or Deletion.

L. Survival

All provisions of the Terms which by their nature should survive termination shall survive termination, Cancellation, and Deletion, including, without limitation, ownership provisions, warranty disclaimers, indemnity, and limitations of liability.

M. Account Requirements

1. When you create an account with us, you guarantee that you are above the age of 18, and that the information you provide us is accurate, complete, and current at all times. Inaccurate, incomplete, or obsolete information may result in the immediate Termination of your account on the Service.

2. You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password, whether your password is with our Service or a third-party service. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

You may not use as a username the name of another person or entity or that is not lawfully available for use, a name or trademark that is subject to any rights of another person or entity other than you, without appropriate authorization. You may not use as a username any name that is offensive, vulgar or obscene in our sole discretion.

5. REQUIREMENTS OF USE

A. Your Content

Content is defined in Section 2E above. The Service allows you to post, link, store, share, and otherwise make available certain Content. Anything that you add to the Service is your Content. You are responsible for Your Content that you post on or through the Service, including its legality, reliability, and appropriateness. By posting Your Content on or through the Service, you represent and warrant that:

1. the Content is yours (you own it) and/or you have the right to use it and the right to grant us the rights and license as provided in these Terms, and
2. that the posting of your Content on or through the Service does not violate the privacy rights, publicity rights, copyrights, contract rights or any other rights of any person or entity. We reserve the right to suspend and/or delete the account of anyone found to be infringing on a copyright, including any and all Content in the account.
3. you indemnify Ardian as to any alleged or actual violation of any law and damages as a result of Your Content including but not limited to intellectual property infringement.

B. Internet Access

Internet access is required to access the Service; Ardian does not provide internet access. Users must obtain their own internet connectivity in order to access or utilize the Service. Ardian is not responsible for any consequences of loss or interruption of internet connectivity. Older and obsolete browser versions may not function correctly and may not be able to access the services at all. Users must utilize a current version of their browser in order to access the Service.

6. COMMUNITY GUIDELINES

A. Collaborative Network

The Service allows a Client to create a network of connected Users and build a collaborative community structure. Ardian does not moderate or edit your Content, nor does it endorse any viewpoint expressed by its Users.

The consequences of violating these Terms include Content Removal, Account Suspension, Account Cancellation/Deletion, and possible referral to the appropriate law enforcement agencies.

1. Content Removal entails the removal of Content or data that violates the Terms.
2. Account Suspension entails temporary total restriction of access to Service.
3. Account Cancellation and Deletion may occur in Ardian's sole discretion for the causes set out above as well as in the event of violation of Terms.
4. Referral to law enforcement agencies will be at the sole discretion of Ardian and any legal decisions including prosecution will be undertaken by the appropriate agency.

B. Safety

In order to preserve a safe environment, users must refrain from advocating violence or threatening any violent action. Advocating or threatening violence, harassment, or harm on any other person, user, or organization is grounds for immediate account Deletion.

Content or organizations that promote hate towards or the harassment of individuals or groups based on race or ethnic origin, religion, disability, gender, age, nationality, veteran status, or sexual orientation/gender identity will not be permitted and will result in Account Deletion.

C. Security

Ardian has established many security features that preserve the integrity of the data stored on the Service. Users must keep passwords and login credentials private. Users must not share passwords or login credentials with other users. Sharing login credentials or using the login credentials of another user is grounds for Account Cancellation, and in some cases Account Deletion, from the Service.

Any unauthorized access to a User's account will be dealt with accordingly, and the User is responsible for notifying Ardian of unusual account activity.

D. Legality

The Service may not be used to facilitate any illegal purpose. Illegal activities include, but are not limited to, advocating for or supporting organized crime, terrorism, and/or any activity that violates any treaty or any federal, state, or local law.

E. Reporting

Any content that is encountered by Users that is deemed to violate the Community Guidelines should be submitted to report@ardiangroup.com. If imminent harm is apparent, users should contact emergency services or dial 9-1-1.

F. Copying, Copyright

Copying materials subject to copyright or other protection (copyright, trademark, trade secrets, or the like) is illegal. Upon notice to Ardian, copyright infringement will result in the removal of the infringing content.

G. Trademark

Commercial use of third-party trademarks without permission is illegal. Trademarks may include company names, product names, slogans, logos, jingles, and other source-identifying material.

H. Explicit Content

The Service is not a place for pornography, or for violent, graphic, or shocking content intended to offend the viewer. This applies to all content on the platform including private and shared data, files, communication, and collaboration. Explicit content will be subject to Content Removal. A violation may result in account Deletion without notice.

7. COMMUNICATION TOOLS

The Service includes numerous features that allow you to communicate with other Users and the public at large ("Communication Tools"). Use of the Communication tools requires that:

- A. You have the right and authority to communicate with the recipient in accordance with the laws and regulation applicable to the country or jurisdiction of the recipient;
- B. Any contact list that you create or assemble is/was gathered, managed, and maintained in accordance with the laws and regulations applicable to your country or jurisdiction;
- C. You will use the Communication Tools in compliance with all applicable local, state, provincial, national and other laws, rules and regulations, including those relating to spam and email, and including without limitation, the U.S. CAN-SPAM Act, the Canadian CASL, and the EU GDPR and e-privacy directive;
- D. You will provide an accessible and unconditional "unsubscribe" link for inclusion in every email and other communication where one is required by law, and you will not send any emails or other unauthorized communication to any recipient who has unsubscribed from your mailing list.
- E. You will only use the Communication Tools to advertise, promote and/or manage engagement with other Users.
- F. Your use of the Communication Tools and the content of your communications (including emails) complies with these Terms;
- G. You will not use false or misleading headers or deceptive subject lines in emails sent using the Communication Tools;
- H. Failure to file these Requirements may result in Account Deletion in Ardian's discretion.
- I. Use of Communication Tools that that causes increased bounce rates, complaint rates, significant unsubscribe requests, or contacts to Ardian may result in Suspension or Deletion in Ardian's discretion.

8. COMMUNICATIONS FROM ARDIAN

A. You and all Users consent to receiving electronic communications and notifications from Ardian in connection with use of the Service. You agree that any such communication will satisfy any applicable legal communication requirements, including that such communications be in writing.

B. Ardian may provide the User with notices regarding use of the Service generally as well as notices regarding an individual User by email or electronic notice provided within the Service. Notices sent electronically are effective when sent. User will be deemed to have received any electronic communication when sent by Ardian regardless of the date of actual receipt, if any, by the User.

C. Ardian may send Notices and changes to Terms and Conditions to Users within the software platform. These changes may include material changes to the Service. Material changes to the Service or Terms and Conditions will be presented by Notice to the Users at least 30 days prior to any material changes taking effect. What constitutes a material change will be determined at Ardian's sole discretion. Continued use after such notice or message shall be deemed to be agreement with such notice or message. In the event User does not wish to accept any material change to the Service or Terms and Conditions herein as original or as altered, User shall have the right, as its sole remedy, to unsubscribe from the Service.

9. PRIVACY

Users must accept and must comply with the PVITL Privacy Policy, which is available at [<https://pvitl.com/privacy>] and is incorporated herein by reference. The PVITL Privacy Policy is subject to change at Ardian's discretion; however, Ardian policy changes will not result in a material reduction in the level of the Service provided during the Subscription period. As provided in the Privacy Policy, Ardian maintains the service including the hardware and software components. Clients and other Users maintain the Content, including information collected from Users. Users must avoid sharing or disclosing private information, PII, and SPII. Ardian does not address anyone under the age of 18, as the Service is not designed for use by children.

10. CONTENT OWNERSHIP

A. All ownership and intellectual property rights for your Content are retained by you. The ownership and intellectual property rights for the Service and anything provided by Ardian are solely retained by Ardian. Ardian retains all ownership and intellectual property rights to anything developed or delivered from the use of the Service. You agree not to copy, sell, rent, sublicense, or offer the Service or any of its elements to any third party.

B. You may not use Third Party technology with the Service unless specified in these Terms or any subscription or managed service contract agreements. You may not:

1. Remove or modify any trademark markings or any notice of Service's property rights;
2. Make the software programs or materials resulting from the Service available in any manner to any third party's business operations without explicit consent or permissions;
3. Modify, make derivative works of, disassemble, reverse, compile or reverse engineer any part of the Service; or access or use the Service in order to build or support, and/or assist third party in building or supporting, products or services competitive to Ardian;
4. Disclose results of any approved benchmark or security tests performed on the Service without Ardian's prior written consent; or
5. License, sell, rent, lease, transfer, assign, distribute, host, outsource, disclose, permit timesharing, service bureau use, or otherwise commercially exploit or make the Service programs or materials available to any third party other than, as expressly permitted under the Terms.

C. The right to use the Service under these Terms are also conditioned on the following:

1. the rights of any User to use the Service cannot be shared or used by more than the individual who has an approved account;
2. except as expressly provided herein, no part of the Service may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
3. you agree to make every reasonable effort to prevent unauthorized third parties from accessing the services.

11. DISCLAIMER OF WARRANTIES

A. CLIENT AND USER ACCEPTS THE SERVICE "AS IS" AND "AS AVAILABLE" WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ARDIAN HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CUSTOMER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.

B. Ardian does not guarantee or warrant that the Service will be provided consistently or without immaterial interruption, or without errors or defects, or free of viruses or other harmful components. Internet based data transmission is vulnerable to power outages, system outages, and loss of connectivity on the part of Ardian or on the part of intermediaries. Ardian is not responsible for any errors in data

delivery, transmission failures, or service outages that affect the availability or performance of the Service nor for any business interruption, access delays or interruptions, corrupted or destroyed data or Content, unauthorized access to the Service, data, or Content.

C. Exclusions - Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

12. LIMITATION OF LIABILITY

A. ARDIAN'S MAXIMUM LIABILITY TO THE CLIENT AND TO ANYONE USING THE SERVICE UNDER OR PURSUANT TO A CLIENT FOR ANY DAMAGES ARISING OUT OF THE USE OF THE SERVICE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID BY THE APPLICABLE CLIENT TO SUSCRIBE TO THE SERVICE OVER THE 12 MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM AGAINST ARDIAN. ANY AND ALL CLAIMS MUST BE MADE WITHIN 6 MONTHS OF THE FIRST EVENT OF ANY TYPE GIVING RISE TO A CLAIM AND ANY LEGAL ACTION MUST BE FILED WITHIN 12 MONTHS OF SUCH FIRST EVENT OR THE CLAIM SHALL BE BARRED.

B. IN NO EVENT SHALL ARDIAN, NOR ITS SUBSIDIARIES, DIRECTORS, EMPLOYEES, PARTNERS, AGENTS, OR AFFILIATES, BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY DAMAGES WHATSOEVER, RESULTING FROM LOSS OF USE, DATA, OR PROFITS, OR OTHER INTANGIBLE LOSSES WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH

1. THE USE OF THE SERVICE;
2. THE INABILITY TO ACCESS OR USE THE SERVICE,
3. ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE,
4. ANY CONTENT OBTAINED FROM THE SERVICE, AND
5. ANY UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR COMMUNICATIONS, TRANSMISSIONS, OR CONTENT.

C. Ardian is not responsible for any consequences resulting from Account Suspension, Cancellation, or Account Deletion. User acknowledges that Account Suspension and Cancellation are immediate and prevent all access to the Service and any user Content. User acknowledges that Account Deletion is permanent and that Ardian is not responsible for any lost data, connections, or Content.

13. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Ardian, its subsidiaries, and their licensees and licensors, and their employees, contractors, agents, officers and directors, from and against any all third party claim, suit, or proceeding for damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of

- your use and access of the Service, by you or any person using your account and password;
- your breach of these Terms; or
- your Content on the Service including any Content that infringes any intellectual property right.

14. COMPLIANCE

A. Laws, Guidelines and Regulatory Requirements - PVITL is privacy by design and employs a risk management framework protecting our customers information from rising security and privacy risks.

B. Federal Laws, Guidelines and Regulations - Ardian's security foundation is based on specific OMB requirements, National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS), the Privacy Act of 1974 and the Department of Homeland Security (DHS) Management Directive (MD) 4300A, *The Sensitive Systems Handbook*. Ardian complies with the mandatory Federal standard FIPS 200, *Minimum Security Requirements for Federal Information and Information Systems* in response to both the Federal Information Security Management Act of 2002 (FISMA) and the Federal Information Security Modernization Act of 2014 (FISMA)

C. European Union - General Data Protection Regulation (GDPR) - GDPR (General Data Protection Regulation) was approved by the European Union (EU) Parliament in 2016. It was fully enforced on May 25, 2018. GDPR sets a high bar for protecting data privacy and rights. The completed federal compliance for PVITL along EU Privacy Shield through the Department of Commerce satisfies this requirement.

D. Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The Health Insurance Portability and Accountability Act of 1996 (HIPAA) required the Secretary of the U.S. Department of Health and Human Services (HHS) to develop regulations protecting the privacy and security of certain health information.¹ To fulfill this requirement, HHS published what are commonly known as the HIPAA [Privacy Rule](#) and the HIPAA [Security Rule](#). The Privacy Rule, or *Standards for Privacy of Individually Identifiable Health Information*, establishes national standards for the protection of certain health information. The *Security Standards for the Protection of Electronic Protected Health Information* (the Security Rule) establish a national set of security standards for protecting certain health information that is held or transferred in electronic form. Ardian used NIST SP 800-53 *Moderate Impact Controls*, NIST 800-122 *Guide*

to *Protecting the Confidentiality of Personally Identifiable Information*, NIST SP 800-171 *Protecting Unclassified Information in Nonfederal Information Systems and Organizations*, CNSSI 1253 - *Privacy Overlay* in developing PVITL⁰. Criteria for Protected Health Information (PHI) is part of the overall system architecture.

E. Children's Online Privacy Protection Act (COPPA) - The Federal Trade Commission (FTC) has set forth to operators of websites and online services requirements to protect children's privacy and safety online. PVITL has both backend and frontend mechanism to comply with rules regarding information for children under 13.

F. Handling of PII and Sensitive PII - Ardian's standard operating procedures and system architecture for PVITL are built upon the ability to effectively safeguard and handle PII and sensitive PII working seamlessly in conjunction with all applicable NIST SP 800-53 controls. Ardian has implemented multi-faceted safeguards, rules of behavior, physical and virtual security controls, and daily monitoring and reminders regarding the importance of managing and safeguarding PII and Sensitive PII.

By using additional guidelines and regulatory requirements set forth in but not limited to: NIST 800-122 *Guide to Protecting the Confidentiality of Personally Identifiable Information*, NIST SP 800-171 *Protecting Unclassified Information in Nonfederal Information Systems and Organizations*, CNSSI 1253 - *Privacy Overlays*, OMB M-06-15 *Safeguarding Personally Identifiable Information* and OMB 07-16 *Safeguarding Against and Responding to Breach of Personally Identifiable Information*, DHS – *Handbook for Safeguarding Sensitive Personally Identifiable Information*, Ardian has developed a company-wide program and risk-based culture to protect PII and Sensitive PII.

15. SERVICE LEVEL

Please review the applicable Service Level Agreement.

16. EXPORT LAW ASSURANCE

You may not export, re-export, download, or otherwise use the Service except as authorized by United States law and the laws of the jurisdiction in which it is obtained.

You are responsible for compliance with the Export Administration Regulations viewable at <https://www.bis.doc.gov/index.php/regulations/export-administration-regulations-ear> and the Office of Foreign Assets Control regulations viewable at <https://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx> and any other legal requirement of your jurisdiction.

You agree that no data, information, software programs and/or materials resulting from the Service will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws. You shall not permit any third party to access the Service in violation of any U.S. law or regulation.

17. LEGAL PROCEEDINGS

A. Choice of Law

These Terms shall be governed and construed in accordance with the laws of Pennsylvania, United States, without regard to its conflict of law provisions. Any dispute arising under these Terms or use of the Service or any issue related to Ardian will be governed by the laws of Pennsylvania.

B. Enforcement

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

C. Arbitration

1. Any dispute between Ardian and any User(s) concerning the Service, these Terms and Condition, and/or anything else relating to Ardian in any way shall be submitted for binding arbitration in accordance with the provisions of this Section and the then-applicable rules of the American Arbitration Association (the "Association"). Judgment upon the arbitration award may be entered and enforced in any court of competent jurisdiction.

2. The power of the arbitrators shall be limited to resolving the specific issues under the Terms and Conditions and the Privacy Policy. The power of the arbitrators shall not extend to any other matters. iii. The arbitration panel or tribunal shall consist solely of neutral arbitrators.

3. The parties agree that arbitration proceedings under this section shall not be stayed on the ground of pending litigation to which either or both of them is a party.

D. Waiver of Jury Trial

The parties waive their right to a jury trial.

E. No Class Actions

YOU AND ARDIAN AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT PRESIDE OVER ANY FORM OF CLASS, CONSOLIDATED, OR REPRESENTATIVE

PROCEEDING, AND MAY ONLY PROVIDE RELIEF IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM

F. Legal Fees

Ardian shall be entitled to recover reasonable attorney's fees in the event Ardian is the prevailing party in any legal action to enforce or interpret this Agreement.

18. FORCE MAJEURE

Ardian shall have no liability to the User under this agreement for failure or delay of performance if caused by events beyond its reasonable control, including: an act of God, war, riot, civil commotion, hostility, or sabotage; failure of utility service or telecommunication outage; government requirements or restrictions (including the denial or cancellation of any export or other license); any other event outside the reasonable control of Ardian. Ardian will use reasonable efforts to mitigate the effect of a force majeure event.

19. ANTI-CORRUPTION LAWS

You agree that neither you nor any officer, director, employee, subsidiary, affiliate, agent, representative or other person working on your behalf in connection with your use of the Service, will violate any anti-corruption or anti-bribery laws, statutes and regulations of any country, including, but not limited to, the United States Foreign Corrupt Practices Act of 1977, as amended (the "FCPA") and the UK Bribery Act 2010.

You represent and warrant that you will not engage in any bribery, extortion, kickbacks, or other unlawful or improper means of conducting business. Customer also warrant and covenant that it and its officers, directors, employees, agents and representatives have not violated, and will strictly comply with, the anticorruption or anti-bribery laws, statutes and regulations of any country which makes it unlawful to offer, pay, promise to pay, or authorize the payment of any money, or to offer, give, promise to give, or authorize the giving of anything of value, directly or indirectly, inter alia to a Covered Recipient (defined herein) for a Prohibited Purpose (defined herein). For purposes hereof, "Covered Recipient" means a foreign official (including employees of government-owned or controlled entities), foreign political party (including any official thereof), official or employee of an international public organization, or candidate for foreign political office; and "Prohibited Purpose" means assisting a party to obtain or retain business for or with, to secure an improper advantage, or to direct business to, any person, by:

- A. influencing any act or decision of a Covered Recipient in such Covered Recipient's official capacity;
- B. inducing a Covered Recipient to do or omit to do any act in violation of such Covered Recipient's lawful duty;
- C. securing any improper advantage; or
- D. inducing a Covered Recipient to use such Covered Recipient's influence with a foreign government (or instrumentality thereof) to affect or influence any act or decision of such government (or instrumentality thereof), including entities that are government-owned or controlled.

20. INTELLECTUAL PROPERTY

A. Ownership

The Service and its original content (excluding Content provided by Users), features, and functionality are and will remain the exclusive property of Ardian. The Service is protected by patent, trademark, copyright, and other laws of both the United States and foreign countries. Except for the rights expressly granted above, use of the Service does not transfer any right, title, or interest in the Service or any part thereof including the underlying software, processes, user interface, copyright, patent, trademark, trade secret, or other intellectual property or proprietary right in the Service. You may not distribute, modify, transmit, reuse, download, repost, copy, or use these features outside of the Service without express advanced written permission from Ardian.

B. Trademarks and Trade Dress

Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of Ardian Group, Inc.

C. Copyright Policy

We respect the intellectual property rights of others. It is our policy to respond to any claim that Content posted on the Service infringes on the copyright or other intellectual property rights ("Infringement") of any person or entity.

If you are a copyright owner, or authorized on behalf of one, and you believe that the copyrighted work has been copied in a way that constitutes copyright infringement, please submit your claim via email to dmca@ardiangroup.com, with the subject line: "Copyright Infringement" and include in your claim a detailed description of the alleged Infringement as detailed below, under "DMCA Notice and Procedure for Copyright Infringement Claims"

You may be held accountable for damages (including costs and attorneys' fees) for misrepresentation or bad-faith claims on the infringement of any Content found on and/or through the Service on your copyright.

D. DMCA Notice and Procedure for Copyright Infringement Claims

You may submit a notification pursuant to the Digital Millennium Copyright Act (DMCA) by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright's interest;
- a description of the copyrighted work that you claim has been infringed, including the URL (i.e., web page address) of the location where the copyrighted work exists or a copy of the copyrighted work;
- identification of the URL or other specific location on the Service where the material that you claim is infringing is located;
- your address, telephone number, and email address;
- a statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
- a statement by you, made under penalty of perjury, that the above information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

You can contact our Copyright Agent via email at dmca@ardiangroup.com

21. LINKS TO OTHER WEBSITES

Our Service may contain links to third party web sites or services that are not owned or controlled by Ardian Group, Inc.

Ardian has no control over, and assumes no responsibility for the content, privacy policies, or practices of any third party web sites or services. We do not warrant the offerings of any of these entities/individuals or their websites.

You acknowledge and agree that Ardian shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such third party web sites or services.

We strongly advise you to read the terms and conditions and privacy policies of any third party web sites or services that you visit.

22. ENTIRE AGREEMENT

This agreement along with the Service Level Agreement entered into by the Client constitutes the entire agreement between the parties with respect to the use of the Service. No modifications, discussions, or representations shall inure to these Terms and Conditions unless they are present in a written agreement signed by both parties to the agreement.

23. ADDITIONAL PROHIBITED ACTIVITIES

A. Automated Methods

You agree not to scrape, crawl, or employ any automated means or methods to access, examine, or extract data from the Service, including but not limited to the programming, mobile applications, database, and/or web site.

B. Testing Security

You agree not to test, probe, or evaluate the security measures of the Service, including but not limited to port scans, vulnerability tests, or penetration tests of the programming, mobile applications, database, and/or web site. Users and Clients may not access the source code or seek access behind the user interface. Users are limited to the user interface and any attempt to access the system in any way, except the user interface, is unauthorized. Unauthorized access to computer systems, as well as exceeding authorized access, is a federal crime. See 18 U.S.C. § 1030 et seq.

24. NO WAIVER / EQUITABLE RELIEF

No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement. You agree that Ardian has the right to immediate equitable and injunctive relief against any User or other person or entity violating the Terms or otherwise not complying with the rules and regulations applicable to the Service and to any other of Ardian's business practices and properties.

25. CONTACT US

If you have any questions about these Terms, please contact us pvitl@ardiangroup.com