



BEYONDID MASTER SERVICES AGREEMENT

THIS BEYONDID MASTER SERVICES AGREEMENT together with all exhibits, schedules, and order documents incorporated herein by reference (collectively, the “**Agreement**”) is entered into by and between BeyondID, Inc. (“**BeyondID**”) and your organization (“**Customer**”) as of the Effective Date (defined below). Upon Customer’s authorized representative executing an Order Document that references this Agreement, or click-accepting a link to this Agreement, Customer agrees to the terms of this Agreement.

BeyondID provides professional services for implementation and service management, software-as-a-service, and on-premises software licensing to its customers (“**Services**”). At Customer’s request, BeyondID may provide such Services to Customer as more particularly described in one or more Order Document(s) executed between Customer and BeyondID, or between Customer and a BeyondID-authorized channel partner. In addition, one or more exhibit(s) of supplemental terms listed below will apply to and govern only those specific Services provided to Customer under the applicable Order Document (“**Supplemental Terms**”). This Agreement establishes the overall framework under which the Services will be performed. The applicable Supplemental Terms and Order Documents shall be incorporated into and made a part of this Agreement as if fully set forth herein.

[Exhibit A: Professional Services](#)

[Exhibit B: Professional Services Subscription](#)

[Exhibit C: SaaS](#)

[Exhibit D: On-Premises Software](#)

Now therefore in consideration of the mutual covenants of the Parties contained herein, IT IS AGREED AS FOLLOWS:

1. **Definitions.**

- 1.1. “**Deliverables**” means the work product created by BeyondID and provided to Customer under this Agreement and any Order Document.
- 1.2. “**Effective Date**” means the effective date of an Order Document mutually executed by the Parties, or date of Customer click-accepting a link to this Agreement.
- 1.3. “**Order Document**” means an order form, statement of work, or any similar form that the Parties may mutually execute from time to time that contains a Services description, schedule of fees, and related terms of the Services to be provided pursuant to this Agreement. Order Documents do not include the terms of any preprinted terms on a Customer purchase order or other terms on a purchase order that are additional or inconsistent with the terms of this Agreement. In the event of a conflict between any Order Document and this Agreement, the terms and conditions of this Agreement shall prevail. Notwithstanding the foregoing, any Order Document that (i) specifically references any term, condition, or provision contained in this Agreement, and (ii) changes such

term, condition, or provision in a way that would be in conflict with this Agreement (each, a **“Superseding Provision”**), the Superseding Provision in such Order Document shall take precedence over this Agreement to the extent of such conflict.

- 1.4. **“Parties”** means BeyondID and the Customer.
2. **Fees.** Customer shall compensate BeyondID in accordance with the payment schedule set forth in any applicable Order Document, in accordance with this Agreement. Payment terms herein are subject to prior credit approval.
 - 2.1. Other than taxes based on BeyondID’s net income, Customer shall be liable for paying all taxes associated with its purchases hereunder including, without limitation, all local, state, federal, foreign, sales and use, value-added, or similar taxes (collectively, **“Taxes”**). Customer shall indemnify and hold BeyondID harmless from any liability with respect to Taxes owed.
 - 2.2. Customer shall compensate BeyondID for Customer-approved expenses incurred while performing the Services including, without limitation, transportation services, lodging, and meal and out-of-pocket expenses related to the provision of the Services.
 - 2.3. BeyondID shall submit invoices pursuant to each Order Document. Unless subject to a good-faith dispute, Customer shall pay all undisputed invoices within thirty (30) days of receipt. Except as otherwise specifically provided in this Agreement, all fees paid or payable hereunder are non-cancelable and non-refundable.
 - 2.4. In addition to any other rights or remedies it may have under this Agreement or by law, if Customer fails timely to pay any amounts due under this Agreement, (i) BeyondID reserves the right to suspend the Services upon reasonable notice, until such amounts are paid in full, and (ii) BeyondID may charge interest in the amount of one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less, from the due date until all outstanding fees are fully paid.
 - 2.5. If Customer purchased the Services from a BeyondID-authorized channel partner, all payment-related terms (including, but not limited to, pricing, invoicing, payment methods and late payment charges) will be set forth in Customer’s agreement directly with such channel partner and such payment-related terms will supersede any conflicting terms set forth in this Section 2.
3. **Term and Termination.** This Agreement shall commence on the Effective Date and shall continue until the expiration of all Order Documents, unless earlier terminated as set forth herein.
 - 3.1. **Termination by Customer.** Customer may terminate this Agreement or any Order Document at any time upon thirty (30) days’ written notice (**“Notice”**) to BeyondID. Termination shall be effective only upon full payment for all Services performed and expenses incurred up to and including the Notice date.
 - 3.2. **Termination for Material Breach.** Either Party may terminate this Agreement or any Order Document upon thirty (30) days’ written notice to the other Party for failure to comply with any material provision therein, provided the terminating Party has given the non-terminating Party written notice with a ten (10) day opportunity to cure the alleged breach.
 - 3.3. **Termination for Insolvency.** Either Party may terminate this Agreement by written notice to the other Party, and may regard the other Party as in default, if the other Party becomes insolvent,

makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, becomes subject to any proceeding under any bankruptcy or insolvency law (which has not been terminated within thirty (30) days of any filing) whether domestic or foreign, or has wound up or liquidated, voluntarily or otherwise.

- 3.4. Upon termination of this Agreement for any reason, Customer's rights to the Services shall terminate immediately. In the event this Agreement terminates for any reason other than as a result of BeyondID's material breach, Customer shall remain liable for all amounts due under all Order Documents.

4. Intellectual Property Rights.

4.1. Customer Intellectual Property.

4.1.1. BeyondID agrees that all Customer intellectual property shall continue to be exclusively owned by Customer, used only for the purposes of this Agreement, and that no Customer intellectual property shall be used by BeyondID or disclosed by BeyondID to outside parties without Customer's prior written consent. With respect to all Services and Deliverables, BeyondID hereby grants to Customer the non-exclusive, world-wide, royalty-free right to use the same in connection with the operation, enhancement, modification, distribution, duplication, and maintenance of the Deliverables including, without limitation, all strategic planning, design specifications, products, results, data and other information developed or provided by BeyondID.

4.1.2. Notwithstanding Section 4.1.1 above, BeyondID may, upon Customer's prior written consent, use Customer's trade name(s) and/or logo(s) on its website and in marketing promotions to identify Customer as a customer of BeyondID. BeyondID's use of Customer's trade name(s) and/or logo(s) pursuant to this Section 4.1.2 does not create any ownership right therein and all rights not granted to BeyondID herein are expressly reserved by Customer. BeyondID agrees that such usage shall be subject to BeyondID complying with any written guidelines that Customer may deliver to BeyondID regarding the use of its name(s) and logo(s) and shall not be deemed Customer's endorsement of the Services.

- 4.2. **BeyondID Intellectual Property.** Notwithstanding Section 4.1.1 above, the following rights will not be assigned to Customer, and BeyondID shall retain ownership of (i) any of BeyondID's previously existing intellectual property (i.e., original work, programs, designs, inventions, patents, copyrights and trademarks.), and (ii) intellectual property developed by BeyondID pursuant to this Agreement. In the event that any of the foregoing intellectual property of BeyondID is incorporated into the Deliverables, BeyondID hereby grants to Customer the non-exclusive, world-wide, royalty-free right to use such intellectual property in connection with the operation, enhancement, modification, distribution, duplication, and maintenance of the Deliverables; provided, however, Customer shall take effective precautions, contractual and otherwise, reasonably calculated to keep BeyondID's intellectual property and the Deliverables secret and confidential for the sole use and benefit of the Customer, and to prevent unauthorized access to, disclosure, or misuse of BeyondID's intellectual property and the Deliverables by any third party including, without limitation, any Customer service providers, vendors, or contractors.

5. **Confidential and Proprietary Information.** The Parties agree that any information including, without limitation, intellectual property received by the other Party or the other Party's employees, contractors, agents or representatives, its employees, contractors, agents or representatives will be treated in full confidence and will not be disclosed to any other persons, or organizations, without the express written consent of the other Party. Each Party shall take reasonable steps necessary, and all steps reasonably

requested by the other Party, to ensure that all such confidential and proprietary information is kept secret and confidential for the sole use and benefit of the requesting Party. The Parties shall take effective precautions, contractual and otherwise, reasonably calculated to prevent unauthorized access to, disclosure, or misuse of such information. Each Party's obligations under this Section 5 shall not apply to any information that (i) is now or hereafter becomes generally known or available to the public, through no act or omission on the part of the receiving Party or any of its representatives, affiliates, or agents; (ii) was known by or lawfully in the possession of the receiving Party, prior to receiving such information from disclosing Party without restriction as to use or disclosure; (iii) is rightfully acquired by the receiving Party from a third party who has the right to disclose it and who provides it without restriction as to use or disclosure; or (iv) is independently developed by the receiving Party without access, use or reference to any confidential information of the disclosing Party.

6. Relationship of Parties.

- 6.1. The Parties agree that BeyondID is an independent contractor in the performance of its duties under this Agreement and in no event shall the employees and/or agents of BeyondID be deemed the employees and/or agents of Customer. Accordingly, BeyondID shall be responsible for payment of all taxes including federal, state, and local taxes arising out of BeyondID's performance of Services under this Agreement, including but not limited to: Federal and State income tax, Social Security tax, Unemployment Insurance taxes, and any other taxes or business license fees as required.
- 6.2. BeyondID is not a legal representative of Customer for any purpose other than acting as specified hereunder, and is not granted, by the terms of this Agreement, or otherwise, any right or authority to assume or create any responsibility on behalf of, or in the name of, Customer, or to bind Customer in any manner whatsoever.
- 6.3. BeyondID retains the right to exercise full control of and supervision over the performance of its obligations under this Agreement, and full control over the employment, direction, compensation, and discharge of all of its employees assisting in the performance of such obligations. BeyondID shall be responsible for its own acts and those of its employees, contractors, representatives, agents, and assigns during the performance of its obligations under this Agreement.
- 6.4. The Parties mutually acknowledge that all trademarks, tradenames, and services marks (collectively, "**Marks**") are the exclusive property of their respective owners. Other than as set forth in Section 4 above, neither Party shall use any of the other Party's Marks for any purpose or in any medium without the express prior written consent of the Mark owner. The Parties mutually acknowledge that this Agreement does not transfer any rights to use any Marks and that this Agreement does not and will not confer any goodwill or other interest in any Marks upon the other Party, all rights to which shall remain with their respective owner.

7. Warranties.

- 7.1. BeyondID warrants to Customer that BeyondID has the legal right to deliver the Services and Deliverables to Customer.
- 7.2. The Parties mutually represent and warrant that each has the legal right to deliver all documents, information, and other assets to the other and that delivery of these assets and the other Party's use of these assets in performance and receipt of the Services (i) complies with all applicable laws, rules and regulations; and (ii) will not violate or infringe upon any patent, trademark, trade dress,

copyright, right of privacy, trade secret, or other intellectual property, or confidentiality right of a third party.

7.3. BeyondID warrants that the Services performed by BeyondID will be provided in a professional and workmanlike manner in accordance with the highest industry standards. Further, BeyondID warrants that any consultants assigned to the project by BeyondID shall be professional, competent, and knowledgeable in their area of expertise. BeyondID agrees to comply with all of Customer's rules, regulations, security policies, and office procedures, as set forth in writing that are required of Customer's employees. Customer agrees to provide reasonable access to its facilities and equipment in its sole discretion.

8. **LIMITATION OF LIABILITY.** NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY LOSS OF PROFITS, REVENUE OR GOODWILL, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OR INTERRUPTION OF BUSINESS, LOSS OF ANTICIPATED SAVINGS, OR LOSS OF DATA, OR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING FROM OR RELATING TO THIS AGREEMENT, HOWEVER CAUSED AND REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL EITHER PARTY'S AGGREGATE CUMULATIVE LIABILITY FOR ANY CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER TO BEYONDID OR TO A BEYONDID AUTHORIZED CHANNEL PARTNER HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE.

9. **Indemnification.** The Parties shall indemnify and hold each other harmless against all claims of any third party or entity for damages, losses, or injuries arising out of the acts or omissions of either Party, its agents, servants, employees, contractors, or representatives, or for failure to comply with any provision of this Agreement. This indemnity shall not cover any claims in which there is a failure to give the indemnifying party prompt notice, but only if and to the extent that such failure materially prejudices the defense. Except for the indemnification from third party claims set forth herein, in no event shall either Party be liable to the other for any incidental, punitive, or consequential damages of any nature whatsoever, including lost profits or revenues, regardless of the foreseeability thereof, occasioned by the Party's inability to perform its obligations hereunder.

9.1. BeyondID will defend Customer from any and all claims, demands, actions, lawsuits, and proceedings ("**Claims**"), at any time asserted or made against Customer and shall indemnify and hold Customer harmless from and against any loss, damage, cost, and expense, including reasonable attorney's fees and court costs actually incurred ("**Damages**") to the extent the Services infringe or misappropriate a patent, copyright, trade secret, confidential information, or other proprietary right of any third party ("**Infringement**"). In the event of any such Claim of Infringement, the Customer shall promptly notify BeyondID in writing of the Claim and allow BeyondID to defend or settle such Claim. At BeyondID's expense, the Customer shall provide BeyondID with all reasonable assistance in defending or settling such Claim. Additionally, Customer may, at its own expense, participate in the defense of any such Claim through Customer's own counsel. If the Services become the subject of a Claim of Infringement, BeyondID may, in its sole and absolute discretion, either: (a) procure for the Customer the right to continue to use the Services, (b) replace or modify the Services to make them non-infringing but functionally equivalent, or (c) terminate this Agreement as to the infringing Services and provide a pro rata

refund of any prepaid, unused fees. Notwithstanding the foregoing, BeyondID shall not be liable for any Claim of Infringement if such Claim arises from any of the following: (i) the Services and/or Deliverables were created in accordance with Customer's sole design or specifications, (ii) Customer continues using the Services and/or Deliverables after receiving notice from BeyondID to discontinue use, (iii) Customer altered or used the Services and/or Deliverables in combination with any other product, program or data not authorized by BeyondID or its agent, and such Claim would not have occurred absent such alteration or combination. The preceding sets forth BeyondID's sole and exclusive obligation and Customer's sole and exclusive remedy with respect to any Claim of Infringement.

- 9.2. Customer shall defend BeyondID from any and all Claims brought against BeyondID by any third party alleging that Customer's use of the Services or Deliverables violates a third party's rights in connection with the use, misuse, storage, transmission, or delivery of any information, including but not limited to patient, medical, or other protected health information regulated by the Health Insurance Portability and Accountability Act, personal financial data, personally identifiable information, or other similar sensitive data. Customer shall indemnify BeyondID for all Damages in connection with such Claims.

10. Miscellaneous.

- 10.1. **No Employee Solicitation.** During the term of this Agreement and for a period of one (1) year thereafter, both Parties agree not to hire, contract with, or solicit for hire ("**Solicit**" or "**Solicitation**") any of the other Party's employees or persons previously employed by the other Party in the one (1) year prior to any Solicitation, with whom Customer or BeyondID has had material contact during the term of this Agreement. Both Parties stipulate to the reasonableness of this provision in light of each Party's (i) legitimate business need to maintain the confidentiality of its proprietary information, and (ii) concentration of proprietary knowledge and expertise in a core group of individuals. In the event either Party becomes aware of any breach of this provision, the sole remedy for such breach shall be limited to the following: the aggrieved Party shall notify the other Party promptly and the Parties shall work together, in good faith, to ensure both the aggrieved Party and the employee in question are aware of and comply with all obligations to maintain the integrity and confidentiality of the aggrieved Party's proprietary information. For the avoidance of doubt, neither Party shall be deemed in breach of this provision if: (i) the Solicitation results from job postings or advertisements of general circulation, or (ii) the aggrieved Party does not provide written notification to the other Party of its failure to comply with the terms of this provision within ninety (90) days immediately following the end of the calendar month during which the aggrieved Party becomes aware of such Solicitation.
- 10.2. **Notices.** Any notice or other communication required or permitted hereunder shall be sent by courier or certified mail, return receipt requested, airmail postage prepaid, or overnight delivery addressed to the Parties at such address as either Party shall designate to the other in writing for such purpose and shall be effective upon the date of receipt.
- 10.3. **Assignment.** Neither Party may assign or transfer this Agreement or any right hereunder without the prior written consent of the other Party, except either Party may assign this Agreement to any entity acquiring all or substantially all of its assets.
- 10.4. **Governing Law.** This Agreement and all matters relating thereto shall be construed and controlled in accordance with the laws of the State of California, excluding its choice-of-law provisions. The parties hereby irrevocably consent and submit to the personal and subject matter jurisdiction and venue of the City and County of San Francisco, California.

- 10.5. **Prevailing Party.** In the event that suit is brought or an attorney is retained by either Party to enforce the terms of this Agreement or to collect any money as due hereunder or to collect any money damages for breach hereof, the prevailing Party shall be entitled to recover, in addition to any other remedy, the reimbursement for reasonable attorney fees, court costs, costs of investigation, and other related expenses incurred in connection therewith.
- 10.6. **Severability.** If any provision of this Agreement shall be held to be invalid, illegal, or unenforceable, such provision shall be modified only to the extent necessary to make it valid, legal, and enforceable while preserving, to the greatest extent possible, the business and financial intent of the Parties. If such provision cannot be so modified, then both Parties shall be relieved of all rights and obligations arising under such provision but only to the extent that such provision is invalid, illegal, or unenforceable, and all other provisions of this Agreement shall be regulated as fully valid and enforceable unless otherwise proved invalid, illegal, or unenforceable.
- 10.7. **Waiver.** The failure of either Party to insist on the strict performance of any terms, covenants, or conditions of this Agreement at any time, or in one or more instances, or failure to take advantage of any of its rights hereunder, or any course of conduct or dealing, shall not be construed as a waiver or relinquishment of any such rights or conditions at any future time and shall in no way affect the continuance in full force and effect of all provisions of this Agreement.
- 10.8. **Paragraph Headings.** The paragraph headings used in this Agreement are solely for the convenience of the Parties and in no way restrict or limit the provisions contained herein.
- 10.9. **Entire Understanding.** This Agreement shall become binding upon the Effective Date. This Agreement constitutes the entire understanding of the Parties and supersedes all prior or contemporaneous written and oral agreements with respect to the subject matter hereof. This Agreement may not be modified or amended except in writing signed by both Parties. No person not a Party or agent for a Party hereto shall have any interest or be deemed a third-party beneficiary hereof.
- 10.10. **Force Majeure.** Neither Party will be responsible for any failure or delay in its obligations or performance under this Agreement (except for any payment obligations) if due to any cause or conditions beyond its reasonable control including, but not limited to, delays or failures due to acts of God, acts of civil or military authority, fire, flood, wars, or shortage of power.
- 10.11. **Survival.** Any rights and obligations hereunder which, reasonably construed by its nature, should survive termination or expiration of this Agreement or any Order Document, shall so survive.
- 10.12. **Binding Effect.** This Agreement shall inure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not binding upon either Party until executed by an authorized signatory of each Party in accordance with the Effective Date.

Exhibit A

Supplemental Terms - Professional Services

The following Supplemental Terms apply to and govern Professional Services (defined below) provided by BeyondID to Customer under the terms of the BeyondID Master Services Agreement (“**Agreement**”). The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

In the event the Parties have in place a separately executed master agreement, or equivalent form of agreement containing definitive terms, the Parties may, by reference in an Order Document, incorporate solely these Supplemental Terms into such separate agreement in connection with Customer’s purchase of Professional Services.

1. Professional Services.

- 1.1. BeyondID provides consulting and implementation, staff augmentation services and similar services to assist customers with identity, cybersecurity, and cloud platform integrations, each pursuant to project statements of work (“**Professional Services**”).
- 1.2. Customer wishes to engage BeyondID to perform Professional Services for Customer. Such Professional Services will be contracted by and between the Parties in the form of a statement of work containing a mutually acceptable written narrative description of the Professional Services and Deliverables to be provided by BeyondID, fees, and related terms (“**Statement of Work**” or “**SOW**”).
- 1.3. Each SOW shall be separately executed by the Parties, consecutively numbered, and incorporated by reference into the Agreement, or into a separately executed master agreement if applicable.

2. Performance and Personnel.

- 2.1. Unless otherwise specified in a SOW, all Professional Services shall be performed remotely from BeyondID premises.
- 2.2. If the Professional Services are performed at Customer’s site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities. Customer shall appoint a contact person with the authority to make decisions and to supply BeyondID with any necessary or relevant information expeditiously.
- 2.3. Customer acknowledges that BeyondID may either perform the Professional Services directly using BeyondID personnel, or in whole or in part, through any of its affiliates, subsidiaries, or a subcontractor on its behalf.

Exhibit B

Supplemental Terms - Professional Services Subscription

The following Supplemental Terms apply to and govern Professional Services Subscription (defined below) provided by BeyondID to Customer under the terms of the BeyondID Master Services Agreement (“**Agreement**”). The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

In the event the Parties have in place a separately executed master agreement, or equivalent form of agreement containing definitive terms, the Parties may, by reference in an Order Document, incorporate solely these Supplemental Terms into such separate agreement in connection with Customer’s purchase of Professional Services Subscription.

1. Professional Services Subscription.

- 1.1. BeyondID provides subscription-based professional services with flexible consumption options for: i) project and staff-augmentation based implementation (“**Service Implementation**”) and ii) post-deployment managed services (“**Service Management**”) (collectively, “**Professional Services Subscription**” or “**PS Subscription Services**”) to assist customers with identity, cybersecurity, and cloud platform integrations.
- 1.2. Customer wishes to engage BeyondID to perform certain PS Subscription Services for Customer. Such PS Subscription Services will be contracted by and between the Parties in an order form containing a mutually acceptable description of the service objectives and activities to be performed by BeyondID, applicable service levels, fees, and related terms (“**Order Form**”).
- 1.3. Each Order Form shall specify a mutually agreed period of time, including any renewal terms, during which BeyondID will make the PS Subscription Services available to Customer (“**Subscription Term**”).
- 1.4. Each Order Form shall be separately executed by the Parties and incorporated by reference into the Agreement, or into a separately executed master agreement if applicable.

2. Service Implementation. Service Implementation is sold by BeyondID on an Order Form and consumed by Customers on the basis of Service Implementation Service Units (“**SI Service Units**”). Each SI Service Unit is equivalent to one (1) hour of effort.

- 2.1. **Service Implementation Provisioning.** To the extent there is an available balance of SI Service Units on Customer’s then-current contract, Customer may apply SI Service Units toward the provisioning of BeyondID managed implementation projects or staff augmentation engagements as agreed by the Parties in one or more Statement(s) of Work, each separately executed during the Subscription Term. For clarity, an executed Statement of Work shall be used exclusively by the Parties to define the scope, scheduling, and related terms of each implementation project performed by BeyondID pursuant to Customer’s consumption of SI Service Units which have been pre-paid by Customer via an Order Form.

3. Service Management. Service Management is sold by BeyondID on an Order Form and consumed by Customers on the basis of Service Administration Service Units, each equivalent to one (1) hour of effort (“**SA Service Units**”), and separate annual subscription options for Service Monitoring and Strategy & Management.

- 3.1. **Service Management Provisioning.** BeyondID will perform Service Monitoring and Strategy & Management services in accordance with the service description in the applicable Order Form. Pursuant to Service Administration, to the extent there is an available balance of SA Service Units on Customer's then-current contract, BeyondID will perform Service Administration activities in accordance with the service description in the applicable Order Form.
4. **Service Unit Entitlement Period.** Each consecutive 12-month period of the Subscription Term shall constitute the maximum period of validity under which the SI Service Units and/or SA Service Units ("**Service Units**") are available for use by Customer ("**Service Unit Entitlement Period**"). All unused Service Units shall expire at the end of their applicable Service Unit Entitlement Period and may not be carried forward to any subsequent period. For clarity, any additional Service Units purchased incrementally by Customer during the Subscription Term shall expire at the end of the then-current Service Unit Entitlement Period even if the period of validity for such additional Service Units is less than 12 months.
5. **Performance and Personnel.**
 - 5.1. Unless otherwise specified in an Order Document, all PS Subscription Services shall be performed remotely from BeyondID premises.
 - 5.2. If the PS Subscription Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities. Customer shall appoint a contact person with the authority to make decisions and to supply BeyondID with any necessary or relevant information expeditiously.
 - 5.3. Customer acknowledges that BeyondID may either perform the PS Subscription Services directly using BeyondID personnel, or in whole or in part, through any of its affiliates, subsidiaries, or a subcontractor on its behalf.

Exhibit C

Supplemental Terms - SaaS

The following Supplemental Terms apply to and govern SaaS Services (defined below) provided by BeyondID to Customer under the terms of the BeyondID Master Services Agreement (“**Agreement**”). The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

In the event the Parties have in place a separately executed master agreement, or equivalent form of agreement containing definitive terms, the Parties may, by reference in an Order Form, incorporate solely these Supplemental Terms into such separate agreement in connection with Customer’s purchase of SaaS.

1. **SaaS.**

- 1.1. BeyondID provides hosted software which resides on a server owned by BeyondID (or owned by any third party with whom BeyondID contracts to host the software) that BeyondID’s customers acquire the right to access and use on a subscription basis, including related Support Services and Documentation (“**SaaS**” or “**SaaS Services**”).
- 1.2. Customer wishes to engage BeyondID to subscribe to the SaaS Services. The SaaS Services will be contracted by and between the Parties in an order form specifying the SaaS feature set(s) which Customer shall be entitled to Use, fees, a description of Support Services including applicable service levels, and related terms (“**Order Form**”).
- 1.3. Each Order Form shall specify a mutually agreed period of time, including any renewal terms, during which BeyondID will make the SaaS Services available to Customer (“**Subscription Term**”).
- 1.4. Each Order Form shall be separately executed by the Parties and incorporated by reference into the Agreement, or into a separately executed master agreement if applicable.

2. **Use of SaaS Services.**

- 2.1. Customer shall Use the SaaS Services in compliance with the Agreement, the applicable Order Form(s), and all applicable laws. Customer shall be liable for all activities conducted under its subscription to Use the SaaS Services. Customer shall not: (i) copy, sell, distribute, assign, lease, or otherwise transfer any rights to the SaaS Services, or make the SaaS Services available to anyone other than its Users; (ii) Use the SaaS Services to store or send infringing or unlawful material; (iii) Use the SaaS Services to store or send any viruses, worms, trojan horses, cancelbots, or other contaminants including, but not limited to, any code or instructions that may be or will be used to access, modify, delete, or damage any data files or other computer programs used by Customer; (iv) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the SaaS Services or the data contained therein; (v) modify, copy, or create derivative works based on the Services, or any portion thereof; or (vi) access the Services for the purpose of building a competitive product or service or copying its features or user interface. Customer shall be liable for and shall indemnify and hold BeyondID harmless if Customer violates any restrictions in this Section 2.1
- 2.2. **Protected Personal Information.** The Parties understand and acknowledge that Customer’s Use of the SaaS Services may require BeyondID to store and/or process the following (collectively,

“Personal Information”): personal information, personal financial data, personally identifiable information, or information protected under the Health Insurance Portability and Accountability Act of 1996, as amended (**“HIPAA Data”**). Customer agrees not to upload to the SaaS Services any HIPAA Data unless Customer and BeyondID have entered into a business associate agreement governing the Parties’ respective obligations with respect to any HIPAA Data uploaded by Customer to the SaaS Services (**“BAA”**). Additional terms, conditions, requirements, and agreements may be required in the event Customer’s Use of the SaaS Services requires BeyondID to obtain, handle, process, disclose, transfer, or store additional types of Personal Information. Accordingly, Customer shall notify BeyondID, in writing, prior to Using the SaaS Services in connection with any Personal Information.

- 2.3. Customer acknowledges and agrees that Customer’s use of the SaaS Services is dependent upon access to telecommunications and internet services. Customer is solely responsible for acquiring and maintaining all telecommunications and internet services and other hardware and software required to access and use the SaaS Services, including, without limitation, any and all costs, fees, expenses, and taxes of any kind related to the foregoing. BeyondID will not be responsible for any loss or corruption of data, lost communications, or any other loss or damage of any kind arising from any such telecommunications and internet services.
- 2.4. Customer shall notify BeyondID (and shall timely provide updated information in the event of any change) of the accurate Customer User Location. Pursuant to sales and use tax compliance, Customer shall be liable for any error or omission in the Customer User Location information and shall indemnify and hold BeyondID harmless from any such error or omission.
- 2.5. Customer shall make no efforts to decompile or reverse engineer the SaaS Services, or to make any modifications or enhancements thereto without BeyondID’s express written consent.
- 2.6. BeyondID reserves the right immediately to suspend Customer’s access to the SaaS Services in the event Customer Uses the SaaS Services in breach of the Agreement or any Order Form in a way that, in BeyondID’s sole and exclusive judgment, threatens the security, integrity, or availability of the SaaS Services. Provided however, prior to any such suspension, BeyondID will use commercially reasonable efforts, under the circumstances, to provide Customer with notice and an opportunity to cure the breach.

3. Support Service Performance and Personnel.

- 3.1. Unless otherwise specified in an Order Form, all Support Services shall be performed remotely from BeyondID premises.
- 3.2. If the Support Services are performed at Customer’s site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities. Customer shall appoint a contact person with the authority to make decisions and to supply BeyondID with any necessary or relevant information expeditiously.
- 3.3. Customer acknowledges that BeyondID may either perform the Support Services directly using BeyondID personnel, or in whole or in part, through any of its affiliates, subsidiaries, or a subcontractor on its behalf.

4. Definitions.

- 4.1. “**Customer Data**” means all electronic information and data submitted by or on behalf of Customer in connection with Customer’s Use of the SaaS Services.
- 4.2. “**Customer User Location**” means the primary physical address of the premises where Customer or any Users Use the SaaS Services and Support Services as stated on either (i) the applicable Order Form, or (ii) if such Use spans multiple taxes jurisdictions, any other form of documentation as agreed by the Parties, which shall be attached to the applicable Order Form.
- 4.3. “**Documentation**” means the user guides, data sheets, and release notes, provided or made available by BeyondID to Customer regarding the use or operation of the SaaS Services.
- 4.4. “**Support Services**” means the support and maintenance services provided by BeyondID to Customer in connection with Customer’s Use of the SaaS Services and pursuant to the terms set forth in this Agreement and/or any applicable Order Form.
- 4.5. “**Use**” means a limited, non-exclusive, non-transferrable (except in accordance with Assignment provisions of the Agreement), non-sublicensable right to access and use SaaS Services or to upload Customer Data using the SaaS Services.
- 4.6. “**User(s)**” means individuals who are authorized by Customer to Use the SaaS Services or Support Services in connection with Customer’s subscription to the SaaS Services and Support Services. Users may include, without limitation, Customers and its affiliates’ employees, consultants, contractors, agents, and third parties with whom Customer does business.

Exhibit D

Supplemental Terms – On-Premises Software

The following Supplemental Terms apply to and govern On-Premises Software (defined below) provided by BeyondID to Customer under the terms of the BeyondID Master Services Agreement (“**Agreement**”). The terms and conditions herein are incorporated into the Agreement by this reference. Capitalized terms not defined herein will have the meaning set forth in the Agreement.

In the event the Parties have in place a separately executed master agreement, or equivalent form of agreement containing definitive terms, the Parties may, by reference in an Order Form, incorporate solely these Supplemental Terms into such separate agreement in connection with Customer’s purchase of On-Premises Software licenses.

1. **On-Premises Software.**

- 1.1. BeyondID offers software licensing on a subscription basis that provides customers the right to install and use BeyondID software on customer’s own equipment, including related Support Services and Documentation (“**On-Premises Software**” or “**Software**”).
- 1.2. Customer wishes to engage BeyondID to subscribe to BeyondID Software. The Software will be contracted by and between the Parties in an order form specifying the Software feature set(s) which Customer shall be entitled to Use, fees, a description of Support Services including applicable service levels, and related terms (“**Order Form**”).
- 1.3. Each Order Form shall specify a mutually agreed period of time, including any renewal terms, during which BeyondID will make the Software available to Customer to Use (“**Subscription Term**”).
- 1.4. Each Order Form shall be separately executed by the Parties and incorporated by reference into the Agreement, or into a separately executed master agreement if applicable.

2. **Use of Software.**

- 2.1. During the Subscription Term, BeyondID grants Customer the right to Use (as defined below) the Software in accordance with the applicable Order Form(s), Documentation, and this Agreement. Customer may reproduce the Software and Documentation as reasonably necessary to support its authorized Use of the Software, and for backup and archival purposes, provided such copies maintain the BeyondID trademarks, trade names, logos, and notices present on the Software and Documentation. Use of the Software shall be limited to the country in which the Software is initially delivered to Customer.
- 2.2. Copies of the Software created or transferred pursuant to this Agreement are licensed, not sold, and Customer receives no title to or ownership of any copy or of the Software itself. Furthermore, Customer receives no rights to the Software other than those specifically granted under this Agreement. Without limiting the generality of the foregoing, Customer receives no right to and shall not: (a) modify, create derivative works from, distribute, publicly display, or publicly perform the Software; (b) sublicense or otherwise transfer any of the rights granted under this Agreement; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or other trade secrets from the Software; or (d) use the Software for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Software, including without limitation as

software-as-a-service. Customer shall be liable for and shall indemnify and hold BeyondID harmless if Customer violates any restrictions in this Section 2.2

3. **Support Service Performance and Personnel.**

- 3.1. Unless otherwise specified in an Order Form, all Support Services shall be performed remotely from BeyondID premises.
- 3.2. If the Support Services are performed at Customer's site, Customer agrees to provide necessary access to its site including appropriate access to Customer premises, computer systems and other facilities. Customer shall appoint a contact person with the authority to make decisions and to supply BeyondID with any necessary or relevant information expeditiously.
- 3.3. Customer acknowledges that BeyondID may either perform the Support Services directly using BeyondID personnel, or in whole or in part, through any of its affiliates, subsidiaries, or a subcontractor on its behalf.

4. **Definitions.**

- 4.1. "**Customer Data**" means all electronic information and data submitted by or on behalf of Customer in connection with Customer's Use of the Software.
- 4.2. "**Documentation**" means the user guides, data sheets, and release notes, provided or made available by BeyondID to Customer regarding the use or operation of the Software.
- 4.3. "**Support Services**" means the support services and ongoing software maintenance provided by BeyondID to Customer in connection with Customer's Use of the Software and pursuant to the terms set forth in this Agreement and/or any applicable Order Form.
- 4.4. "**Use**" means a limited, non-exclusive, non-transferrable (except in accordance with Assignment provisions of the Agreement), non-sublicensable right to use the On-Premises Software to process Customer Data.
- 4.5. "**User(s)**" means individuals who are authorized by Customer to Use the Software or Support Services in connection with Customer's subscription to the Software and Support Services. Users may include, without limitation, Customers and its affiliates' employees, consultants, contractors, agents, and third parties with whom Customer does business.