

Rapid Ratings International, Inc.

**EC America Rider to Product Specific License Terms and Conditions
(for U.S. Government End Users)**

1. **Scope.** This Rider and the attached Rapid Ratings International, Inc. ("Manufacturer") product specific license terms establish the terms and conditions enabling EC America ("Contractor") to provide Manufacturer's information technology products and services to Ordering Activities under EC America's GSA MAS IT70 contract number GS-35F-0511T (the "Schedule Contract"). Installation and use of the information technology shall be in accordance with this Rider and Manufacturer Specific Terms attached hereto, unless an Ordering Activity determines that it requires different terms of use and Manufacturer agrees in writing to such terms in a valid delivery order placed pursuant to the Schedule Contract.
2. **Applicability.** Whereas GSA and EC America agreed at the time of Schedule Contract award upon a base set of terms and conditions applicable to all manufacturers and items represented on the Schedule Contract; and Whereas, the parties further agreed that all product specific license, warranty and software maintenance terms and conditions would be submitted at the time each new manufacturer was to be added to the Schedule Contract; Now, Therefore, the parties hereby agree that the product specific license, warranty and software maintenance terms set forth in Attachment A hereto (the "Manufacturer Specific Terms" or the "Attachment A Terms") are incorporated into the Schedule Contract, but only to the extent that they are consistent with Federal law (e.g., the Anti-Deficiency Act (31 U.S.C. § 1341), the Contracts Disputes Act of 1978 (41 U.S.C. §§ 7101 *et seq.*), the Prompt Payment Act (31 U.S.C. §§ 3901 *et seq.*), the Anti-Assignment statutes (31 U.S.C. § 3727 and 41 U.S.C. § 15), DOJ's jurisdictional statute 28 U.S.C. § 516 (Conduct of Litigation Reserved to the Department of Justice (DOJ), and 28 U.S.C. § 1498 (Patent and copyright cases)). To the extent any Attachment A Terms are inconsistent with Federal law (See, FAR 12.212(a)), such inconsistent terms shall be superseded, unenforceable and of no legal force or effect in all resultant orders under the Schedule Contract, including but not limited to the following provisions:
 - a) **Contracting Parties.** The GSA Customer ("Licensee") is the "Ordering Activity", defined as the entity authorized to order under GSA MAS contracts as set forth in GSA Order OGP 4800.2I, as may be revised from time to time.
 - b) **Changes to Work and Delays.** Subject to GSAR Clause 552.238-81, Modifications (Federal Supply Schedule) (April 2014) (Alternate I – JUN 2016) and (Alternate II – JUN 2016), and 52.212-4(f) Excusable Delays (JUN 2010) regarding which the GSAR and the FAR provisions take precedence.
 - c) **Contract Formation.** Subject to FAR 1.601(a) and FAR 43.102, the GSA Customer Purchase Order must be signed by a duly warranted Contracting Officer, in writing. The same requirement applies to contract modifications affecting the rights of the parties. All terms and conditions intended to bind the Government must be included within the contract signed by the Government.
 - d) **Termination.** Clauses in the Manufacturer Specific Terms referencing termination or cancellation are superseded and not applicable to any GSA Customer order. Termination shall be governed by the FAR, the underlying GSA Schedule Contract and the terms in any applicable GSA Customer Purchase Orders. If the Contractor believes the GSA Customer to be in breach, it must file a claim with the Contracting Officer and continue to diligently pursue performance. In commercial item contracting under FAR 12.302(b), the FAR provisions dealing with disputes and continued performance cannot be changed by the Contracting Officer.
 - e) **Choice of Law.** Subject to the Contracts Disputes Act, the validity, interpretation and enforcement of this Rider shall be governed by and construed in accordance with the Federal laws of the United States. In the event the Uniform Computer Information Transactions Act (UCITA) or any similar Federal laws or regulations are enacted, to the extent allowed by Federal law, they will not apply to this Rider or the underlying Schedule Contract.
 - f) **Equitable remedies.** Equitable remedies are generally not awarded against the Government absent a statute providing therefore. In the absence of a direct citation to such a statute, all clauses in the Manufacturer Specific Terms referencing equitable remedies are superseded and not applicable to any GSA Customer order.
 - g) **Unilateral Termination.** Unilateral termination by the Contractor does not apply to a GSA Customer Purchase Order and all clauses in the Manufacturer Specific Terms referencing unilateral termination rights of the Manufacturer are hereby superseded.

- h) **Unreasonable Delay.** Subject to FAR 52.212-4(f) Excusable delays, the Contractor shall be liable for default unless the nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.
- i) **Assignment.** All clauses regarding the Contractor's assignment are subject to FAR 52.232-23, Assignment of Claims (JAN 1986) and FAR 42.12 Novation and Change-of-Name Agreements (Sep. 2013). All clauses governing the Contractor's assignment in the Manufacturer Specific Terms are hereby superseded.
- j) **Waiver of Jury Trial.** Waivers of Jury Trials are subject to FAR 52.233-1 Disputes (JULY 2002). The Government will not agree to waive any right that it may have under Federal law. All clauses governing a waiver of jury trial in the Manufacturer Specific Terms are hereby superseded.
- k) **Government Indemnities.** This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered. The Interim FAR Rule dated June 21, 2013 and the Office of Legal Counsel opinion dated March 12, 2012 prohibit such indemnifications. All Manufacturer Specific Terms referencing customer indemnities are hereby superseded.
- l) **Contractor Indemnities.** All Manufacturer Specific Terms that violate DOJ's jurisdictional statute (28 U.S.C. § 516) by requiring that the Government give sole control over the litigation and/or settlement to the Contractor are hereby superseded. Nothing contained in the Manufacturer's Specific terms shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute.
- m) **Renewals.** All Manufacturer Specific Terms that provide for automatic renewals violate the Anti-Deficiency Act and are hereby superseded. This is an obligation in advance of an appropriation that violates anti-deficiency laws (31 U.S.C. § 1341 and 41 U.S.C. § 6301), since the GSA Customer commits to pay an unknown amount at an unknown future time. The violation occurs when the commitment is made, i.e., when the agreement featuring this clause is incorporated into a Government contract, and not when the clause is triggered.
- n) **Future Fees or Penalties.** All Manufacturer Specific Terms that require the Government to pay any future fees, charges or penalties are hereby superseded unless specifically authorized by existing statutes, such as the Prompt Payment Act (31 U.S.C. § 3901 et seq.) or Equal Access To Justice Act (5 U.S.C. § 504; 28 U.S.C. § 2412).
- o) **Taxes.** Taxes are subject to FAR 52.212-4(k), which provides that the contract price includes all applicable federal, state, local taxes and duties. Contractor shall state separately on its invoices, taxes excluded from the fees, and the GSA Customer agrees to either pay the amount of the taxes (based on the current value of the equipment or services) to Contractor or provide it evidence necessary to sustain an exemption, in accordance with FAR 52.229-1 and FAR 52.229-3.
- p) **Third Party Terms.** When the end user is an instrumentality of the U.S., no license terms bind the GSA Customer unless included verbatim (not by reference) in the EULA, and the EULA is made an attachment to the underlying GSA Schedule Contract. All terms and conditions affecting the GSA Customer must be contained in a writing signed by a duly warranted Contracting Officer. Any third party manufacturer shall be brought into the negotiation, or the components acquired separately under federally-compatible agreements, if any. All Manufacturer Specific Terms that incorporate third party terms by reference are hereby superseded.
- q) **Dispute Resolution and Standing.** Any disputes relating to the Manufacturer Specific Terms or to this Rider shall be resolved in accordance with the FAR, the underlying GSA Schedule Contract, any applicable GSA Customer Purchase Orders, and the Contract Disputes Act. The Ordering Activity expressly acknowledges that EC America as contractor, on behalf of the Manufacturer, shall have standing to bring such claim under the Contract Disputes Act.

- r) **Advertisements and Endorsements.** Pursuant to GSAR 552.203-71, use of the name or logo of any U.S. Government entity is prohibited. All Manufacturer Specific Terms that allow the Contractor to use the name or logo of a Government entity are hereby superseded.
- s) **Public Access to Information.** EC America agrees that the attached Manufacturer Specific Terms and this Rider contain no confidential or proprietary information and acknowledges the Rider shall be available to the public.
- t) **Confidentiality.** Any provisions in the attached Manufacturer Specific Terms that require the Ordering Activity to keep certain information confidential are subject to the Freedom of Information Act (5 U.S.C. § 552), and any order by a United States Federal Court. When the end user is an instrumentality of the U.S. Government, neither this Rider, the Manufacturer's Specific Terms nor the Schedule Price List shall be deemed "confidential information" notwithstanding marking to that effect. Notwithstanding anything in this Rider, the Manufacturer's Specific Terms or the Schedule Contract to the contrary, the GSA Customer may retain such Confidential Information as required by law, regulation or its bonafide document retention procedures for legal, regulatory or compliance purposes; provided however, that such retained Confidential Information will continue to be subject to the confidentiality obligations of this Rider, the Manufacturer's Specific Terms and the Schedule Contract.
- u) **Alternate Dispute Resolution.** The GSA Customer cannot be forced to mediate or arbitrate. Arbitration requires prior guidance by the head of a Federal agency promulgated via administrative rulemaking according to 5 U.S.C. § 575(c). GSA has not issued any because it considers the Board of Contract Appeals to be an adequate, binding ADR alternative. All Manufacturer Specific Terms that allow the Contractor to choose arbitration, mediation or other forms of alternate dispute resolution are hereby superseded.
- v) **Ownership of Derivative Works.** Provisions purporting to vest exclusive ownership of all derivative works in the licensor of the standard software on which such works may be based are superseded. Ownership of derivative works should be as set forth in the copyright statute, 17 U.S.C. § 103 and the FAR clause at 52.227-14, but at a minimum, the GSA Customer shall receive unlimited rights to use such derivative works at no further cost.

3. Order of Precedence/Conflict. To the extent there is a conflict between the terms of this Rider and the terms of the underlying Schedule Contract or a conflict between the terms of this Rider and the terms of an applicable GSA Customer Purchase Order, the terms of the GSA Schedule Contract or any specific, negotiated terms on the GSA Customer Purchase Order shall control over the terms of this Rider. Any capitalized terms used herein but not defined, shall have the meaning assigned to them in the underlying Schedule Contract.

ATTACHMENT A – RAPID RATINGS INTERNATIONAL, INC.

CUSTOMER AGREEMENT

SECTION 1. DEFINITIONS.

- 1.1 “API Services” mean the set of application programming interfaces and related functionality that enables Customer to obtain information from the Subscription Services.
- 1.2 “Confidential Information” means all information regarding a Party’s business or affairs, including, business concepts, processes, methods, systems, know-how, devices, formulas, product specifications, marketing methods, customer lists, methods of operation, or other information, whether in oral, written, or electronic form, designated as confidential or that is disclosed under circumstances such that a reasonable person would know it is confidential.
- 1.3 “Documentation” means the user manuals, standard policies, training materials, and other materials describing the use and function of the Subscription Services. Documentation does not include the Subscription Reports.
- 1.4 “Order Form” means the ordering document specifying the Subscriptions Services purchased by Customer that is signed by Customer.
- 1.5 “Subscription Fees” means the fees stated on the applicable Order Form in accordance with the GSA pricelist.
- 1.6 “Subscription Reports” means the reports authored by RapidRatings and made accessible through the Subscription Service, such as FHR[®] reports. Subscription Reports does not include the Documentation.
- 1.7 “Subscription Services” means the products and services purchased by Customer under an Order Form for a number of Users and made available through the RapidRatings electronic functionality accessible via the internet and telecommunications applications, including applicable Subscription Reports, technical support, solicitation or survey services, API Services, and Documentation.
- 1.8 “Subscription Term” means the period of time during which the Customer may access the applicable Subscription Services as set forth in the applicable Order Form and commencing upon the Order Effective Date.
- 1.9 “Third Party Platform Provider” means the third-party service provider and infrastructure used with the Subscription Services.
- 1.10 “User” means an individual who is authorized by Customer to use the Subscription Service and has a login credential. A User may be an employee, contractor, or agent of Customer.

SECTION 2. SUBSCRIPTION SERVICES.

- 2.1 Access to Subscription Service. Subject to the terms and conditions of this Agreement, RapidRatings hereby grants the undersigned Ordering Activity under GSA Schedule contracts (“Customer” or “Ordering Activity”) a limited, revocable, non-exclusive, non-transferable, non-sublicensable right for the Subscription Term to access and use the Subscription Services as set out herein for Customer’s internal business purposes. Customer’s access and use under this Section extends only to the number of Users described in the applicable Order Form.
- 2.2 Restrictions. Without limitation, Customer shall not, and shall not permit any third party to: (a) use the Subscription Services in a manner not expressly permitted by this Agreement or in violation of applicable law; (b) attempt to access or access data, research, or software services that Customer is not expressly permitted to access in the Subscription Services or any database owned or maintained by RapidRatings, such as to access information of third parties without express written authorization or to benchmark or develop a competitive product or service; (c) copy, reproduce, distribute, publish, or otherwise make available copies or extracts in any medium of the Subscription Services, except that Users may download, use, and copy Subscription Reports for Customer’s internal (confidential) use only; (d) sell, resell, rent, license, sublicense, rent, lease, or otherwise commercialize (such as in a service bureau offering) the Subscription Services; (e) use the Subscription Services to store or transmit malicious code (meaning

code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses) or transmit malicious code to RapidRatings; (f) decompile, disassemble or reverse engineer any aspect of the Subscription Services or RapidRatings' software generally (except to the extent that Customer cannot by law waive its right to do so); or (g) permit direct or indirect access to or use of any Subscription Service or database owned or maintained by RapidRatings in a way that circumvents a contractual usage limit, is excessive, or otherwise interferes with RapidRatings' ability to provide the Subscription Services or other customers' use or enjoyment of the Subscription Services.

2.3 API Services. Customer's use of the API Services are additionally subject to the provisions of Exhibit A, which is attached and hereby incorporated in its entirety into this Agreement.

2.4 Users. Customer shall have the right to increase the number of Users by providing RapidRatings with written notice and paying the additional Subscription Fees set forth on the applicable Order Form. At RapidRatings' option, RapidRatings reserves the right to prorate a new User for the portion of a Subscription Term remaining at the time a new User was added, such that any added User access will terminate or expire on the same date as a prior User group. Customer will be responsible for each User's, and for its other employees' and contractors', compliance with this Agreement. It is Customer's responsibility to monitor credentials, password usage, and otherwise prevent unauthorized access to or use of the Subscription Services and to promptly notify RapidRatings if unauthorized access or use is detected or suspected.

2.5 Monitoring and Audit Rights. RapidRatings reserves the right to use tracking software and similar technology that automatically collects information about Customer's use of the Subscription Services to ensure Customer's compliance with the restrictions in this Agreement and to confirm the access to the Subscription Service does not exceed the purchased number of Users. On not less than thirty (30) days' advance written notice to Customer, no more than once a year, and at RapidRatings' cost and expense, RapidRatings will have the right to audit Customer's and any of its employee's and contractor's use of the Subscription Services to assure compliance with the terms of this Agreement. Customer will be responsible for assuring reasonable cooperation with RapidRatings in connection with such audits and will provide RapidRatings with or obtain for RapidRatings access to such properties, records, and personnel as RapidRatings may reasonably require for such purpose. RapidRatings will comply with Customer's Government security policies provided to RapidRatings in writing reasonably in advance of any such audit and will take commercially reasonable steps to avoid material disruption of Customer's business. Any audit will occur during Customer's normal business hours. If RapidRatings reasonably determines that Customer used the Subscription Services in excess of its number of purchased Users or otherwise in excess of its rights hereunder, RapidRatings may invoice Customer for such overuse and Customer will pay such invoice within thirty (30) days of receipt.

2.6 Modifications. RapidRatings reserves the right, in its sole discretion, to amend, change, modify, update, or discontinue any aspect of the Subscription Services at any time without notice to Customer, provided such changes are not material and will not decrease the overall level of service. RapidRatings reserves the right to implement and update minimum system requirements from time to time, and Customer acknowledges that it is Customer's responsibility to maintain reasonably current systems and software to access the Subscription Services. For clarity, nothing in this Section supersedes the warranty provisions of Section 5.

2.7 Affiliates. This Agreement is between the expressly named Parties and does not extend to any affiliates or subsidiaries of the Parties without the express, written agreement of the Parties.

SECTION 3. RESERVED

SECTION 4. PROPRIETARY RIGHTS.

4.1 Ownership of Intellectual Property Rights; Feedback. RapidRatings, including RapidRatings licensors, own all intellectual property rights in and to the Subscription Services. Subject to the limited rights expressly granted hereunder, RapidRatings, including RapidRatings licensors, hereby reserve all rights not expressly granted to Customer in this Agreement, and Customer will not acquire any such rights, whether by virtue of this Agreement, operation of law, estoppel, or otherwise. Customer shall not contest, directly or indirectly, the validity or RapidRatings' ownership of any intellectual property rights in and to the Subscription Services. Customer shall not do anything that may adversely affect the validity or enforceability of any intellectual property right licensed to or owned

by RapidRatings, including any act, or assistance to any act, that may infringe or misappropriate or lead to the infringement or misappropriation of any such intellectual property right. Customer hereby irrevocably assigns to RapidRatings all right, title, and interest in and to any suggestions, enhancement requests, recommendations, or corrections (collectively "Feedback") related to the Subscription Services, and agrees to provide RapidRatings with any assistance required to document, perfect, and maintain the rights in the Feedback at RapidRatings' expense. RapidRatings will not be obligated to compensate or credit Customer or any third party for such Feedback or hold any Feedback in confidence. RapidRatings acknowledges that the ability to use this Agreement and any Feedback in advertising is limited by GSAR 552.203-71.

4.2 Enforcement. To the extent practicable, Customer shall make a good faith attempt to notify Rapid Rating promptly in writing if it has knowledge of a suspected infringement or misappropriation of an intellectual property right of RapidRatings by a third party, and shall provide RapidRatings with a copy of all documents and information relating thereto as long as such production is not proscribed by contract or other reason. RapidRatings shall have the right, but not the obligation, to take action in its own name to secure the cessation of any infringement or misappropriation of any intellectual property right or to bring an action against an alleged infringer. Customer shall cooperate with RapidRatings in RapidRatings' enforcement of its intellectual property rights. Nothing in this Agreement or otherwise will be construed to impair or limit RapidRatings' right to enforce its intellectual property rights against any third party. Nothing contained herein shall be construed in derogation of the U.S. Department of Justice's right to defend any claim or action brought against the U.S., pursuant to its jurisdictional statute 28 U.S.C. §516.

4.3 Confidential Information. Each Party shall use commercially reasonable efforts to prevent the unauthorized use, disclosure, or publication of the other Party's Confidential Information and treat the other Party's Confidential Information with the same degree of care that it uses to protect the confidentiality of its own Confidential Information (but not less than reasonable care); provided, however, that each Party may disclose the Confidential Information of the other Party to third parties who: (i) have a need to know such Confidential Information for purposes of carrying out this Agreement, but only to the extent that such Confidential Information is needed to perform their obligations under this Agreement, and (ii) have entered into a written confidentiality agreement with a substantially similar standard of care. Each Party will use the other Party's Confidential Information only as expressly permitted in this Agreement or as necessary to perform its obligations or enforce its rights in this Agreement. Customer grants RapidRatings a non-exclusive, worldwide, royalty-free, perpetual, irrevocable, transferable, sublicensable license to store, host, reproduce, access, use, transmit, create derivative works of and display all Customer data provided to RapidRatings for use with the Subscription Services Subscription Reports. The following information will not be deemed Confidential Information: (i) information that is or becomes publicly available through no fault of either Party; (ii) information with regard to a Party that was rightfully known by the other Party prior to commencement of discussions regarding the subject matter of the Agreement; (iii) information that was independently developed by a Party without use of the Confidential Information of the other Party; or (iv) information rightfully disclosed to a Party by a third party without continuing restrictions on its use or disclosure. Each Party shall notify the other Party immediately if it becomes aware of any unauthorized use, disclosure, or publication of such other Party's Confidential Information. Each Party shall have the right to disclose the other Party's Confidential Information as required by law or legal process or under the applicable rules of a securities market or exchange; provided, however, that the disclosing Party shall use reasonable efforts to give the other Party a reasonable opportunity to intervene to prevent such disclosure or to obtain a protective order, and that any Confidential Information so disclosed otherwise remains subject to the confidentiality obligations set forth in this Section. Neither the terms of this Agreement nor the pricing are Confidential Information. The Subscription Service, including any Feedback, is considered Confidential Information of RapidRatings. This provision expressly survives the expiration or termination of this Agreement in perpetuity with respect to the Subscription Services, Feedback, and Subscription Reports or other information downloaded, copied, or removed from the Subscription Service. RapidRatings recognizes that Federal agencies are subject to the Freedom of Information Act, 5 U.S.C. 552.

SECTION 5. REPRESENTATIONS AND WARRANTIES.

5.1 Customer Warranties. Customer hereby represents and warrants to RapidRatings that (i) Customer has the full right, power, and authority to enter into this Agreement and perform its obligations under this Agreement; (ii) Customer has not made any prior commitment that is inconsistent with the rights granted to RapidRatings in this Agreement; (iii) provision of Customer data, including any data provided by Customer licensed from or belonging to a

third party, to RapidRatings for the uses contemplated in this Agreement will not violate the rights of any third party; and (iv) Customer will comply with all laws, rules, and regulations in its exercise of its rights and performance of its obligations under this Agreement.

5.2 RapidRatings Warranties. RapidRatings hereby represents and warrants to Customer that (i) RapidRatings has the full right, power, and authority to enter into this Agreement and perform its obligations under this Agreement; (ii) RapidRatings has not made any prior commitment that is inconsistent with the rights granted to Customer in this Agreement; (iii) RapidRatings will comply with all laws, rules, and regulations in its exercise of its rights and performance of its obligations under this Agreement, and (iv) the Subscription Services will perform substantially in accordance with the applicable Documentation. Customer's sole remedy for a breach of Section 5.2(iv) is termination pursuant to Section 8.2 (Termination).

5.3 DISCLAIMER OF WARRANTIES. RAPID RATINGS MAKES NO WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THIS AGREEMENT, AND HEREBY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT. RAPIDRATINGS PROVIDES THE SUBSCRIPTION SERVICE ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT TO THE EXTENT PROHIBITED BY LAW, OR TO THE EXTENT ANY STATUTORY RIGHTS APPLY THAT CANNOT BE EXCLUDED, RAPIDRATINGS DOES NOT REPRESENT OR WARRANT THAT THE SUBSCRIPTION SERVICES OR ANY THIRD-PARTY CONTENT: (I) WILL BE UNINTERRUPTED OR FREE OF HARMFUL COMPONENTS; (II) WILL BE FREE OF DEFECTS, INACCURACIES, OR ERRORS; (III) WILL BE COMPLETE; (IV) IS DESIGNED TO OR WILL MEET CUSTOMER'S REQUIREMENTS OR SPECIFICATIONS OR ENABLE CUSTOMER TO ACHIEVE ANY PARTICULAR RESULTS; OR (V) WILL OPERATE IN THE HARDWARE OR SOFTWARE CONFIGURATION USED BY CUSTOMER. RAPIDRATINGS DOES NOT REPRESENT OR WARRANT THAT ANY COMPONENT OF THE SUBSCRIPTION SERVICES DEPENDENT ON THE ACTIONS OR INACTIONS OF A THIRD PARTY, SUCH AS A THIRD-PARTY PLATFORM PROVIDER, SHALL OCCUR, NOR THAT ANY INFORMATION OBTAINED FROM ANY THIRD PARTY IN PERFORMING ANY SOLICITATION SERVICES UNDER THE SUBSCRIPTION SERVICES WILL BE ACCURATE, COMPLETE, TRUTHFUL, OR FREE FROM DEFECTS OF ANY KIND. CUSTOMER ACKNOWLEDGES THAT DATA USED TO PROVIDE THE SUBSCRIPTION SERVICES CONTAINS THIRD-PARTY DATA, AND RAPIDRATINGS WILL NOT BE LIABLE IN CONNECTION WITH ANY THIRD-PARTY DATA.

SECTION 6. DISCLAIMERS.

6.1 DISCLAIMER OF FORWARD-LOOKING STATEMENTS. THE SUBSCRIPTION SERVICES, INCLUDING THE SUBSCRIPTION REPORTS, MAY CONTAIN FORWARD-LOOKING STATEMENTS THAT REFLECT RAPIDRATINGS' CURRENT EXPECTATION REGARDING FUTURE EVENTS AND BUSINESS DEVELOPMENTS. THE FORWARD-LOOKING STATEMENTS INVOLVE RISKS AND UNCERTAINTIES. ACTUAL DEVELOPMENTS OR RESULTS COULD DIFFER MATERIALLY FROM THOSE PROJECTED AND DEPEND ON A NUMBER OF FACTORS, SOME OF WHICH ARE OUTSIDE RAPIDRATINGS' CONTROL.

6.2 DISCLAIMER OF INVESTMENT RELATED INFORMATION. CUSTOMER ACKNOWLEDGES THAT ANY INFORMATION PROVIDED BY THE SUBSCRIPTION SERVICE, INCLUDING THE SUBSCRIPTION REPORTS, IS NOT INTENDED TO BE A SUBSTITUTE FOR A FINANCIAL ADVISOR'S OR INVESTOR'S INDEPENDENT ASSESSMENT OF WHETHER TO BUY, SELL, OR HOLD ANY FINANCIAL PRODUCTS. RAPIDRATINGS IS NOT AN INVESTMENT ADVISOR. THE INFORMATION PROVIDED IN THE SUBSCRIPTION SERVICE IS DERIVED OBJECTIVELY BY RAPIDRATINGS FROM PUBLIC AND NON-PUBLIC INFORMATION PROVIDED TO RAPIDRATINGS BY CUSTOMER AND THIRD PARTIES. IF CUSTOMER CHOOSES TO USE THIS INFORMATION IN FORMING THE BASIS FOR AN INVESTMENT DECISION, CUSTOMER SHOULD USE THE INFORMATION IN CONJUNCTION WITH OTHER INFORMATION. RAPIDRATINGS PROVIDES NO GUARANTEE WITH RESPECT TO THE ACCURACY OR COMPLETENESS OF SUBSCRIPTION SERVICES, NOR THE INFORMATION OR CONCLUSIONS DERIVED FROM THE THEM. RAPIDRATINGS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY TRADING OR INVESTMENT DECISIONS OR ANY OTHER BUSINESS DECISION BASED ON THE SUBSCRIPTION SERVICES. Customer represents and warrants to RapidRatings that it understands the methodology by which RapidRatings produces Subscription Services as follows: Subscription Reports are statements of opinion objectively created through the application of RapidRatings' proprietary software logic to information about an entity from publicly available information, or with respect to private company ratings, information provided by Customer or a third party. RapidRatings' software is a proprietary quantitative system that analyzes financial information contained in publicly available company filings made by issuers pursuant to applicable securities laws or private company financial statements provided by Customer or a third party. Periodically, RapidRatings randomly selects a small

number of public company filings used in the ratings process to test the accuracy of the information provided by the third party(ies) by comparing the information received from the third party to the public filings posted on the relevant governmental websites. RapidRatings is not responsible for either the accuracy or completeness of any public filings or any private company financial statements provided by Customer or a third party. Customer hereby acknowledges and agrees that RapidRatings has conducted a reasonable investigation of the factual elements relied upon in determining Subscription Reports, and that RapidRatings' procedures to verify a company's financial information are reasonable.

SECTION 7. RESERVED.

SECTION 8. TERM AND TERMINATION.

8.1 Term. The term of this Agreement will commence as of the Effective Date set forth in the Order Form and will continue for one year (the "Initial Term"), unless terminated sooner. Thereafter, the term of this Agreement may be renewed for unlimited, successive one-year periods (each a "Renewal Term"), by Customer issuing an Order Form for such Renewal Term.

8.2 Termination. Termination shall be governed by the FAR and the Contract Disputes Act. Recourse against the United States for any alleged breach of this Agreement must be brought as a dispute under the contract Disputes Clause (Contract Disputes Act). During any dispute under the Disputes Clause, RapidRatings shall proceed diligently with performance of this Agreement, pending final resolution of any request for relief, claim, appeal, or action arising under the Agreement, and comply with any decision of the Contracting Officer.

8.3 Suspension. RapidRatings may temporarily suspend Customer access to or use of the Subscription Services if Customer or Users violate any provision within Sections 2.1 (Access to the Subscription Services), 2.2 (Restrictions), 2.3 (API Services), 2.4 (Users), 4.1 (Ownership of Intellectual Property Rights; Feedback), or 4.2 (Enforcement) in the Agreement, or if in RapidRatings' reasonable judgment, the Subscription Services or any component thereof are about to suffer a significant threat to security or functionality. RapidRatings will provide advance notice to Customer of any such suspension in RapidRatings' reasonable discretion based on the nature of the circumstances giving rise to the suspension. RapidRatings will use reasonable efforts to re-establish the affected Subscription Services promptly after RapidRatings determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured.

8.4 Effect of Termination. Upon the termination of this Agreement: (i) Customer shall immediately pay Rapid Ratings all amounts due to Rapid Ratings under this Agreement for Subscription Services up to the date of termination; (ii) all access to and use of the Subscription Services will automatically and immediately terminate; (iii) Customer shall, at Rapid Ratings' option, return or destroy all Confidential Information belonging to Rapid Ratings in its possession and shall certify to Rapid Ratings that it has done so no later than 10 days after the termination of this Agreement; and (iv) the following Sections: 1, 2.3, 2.5, 4.1, 4.3, 6, 8, and 9, and those Sections which by their nature are intended to, will survive. For clarity, if any Order Form survives the expiration or termination of this Agreement, the provisions of this Customer Agreement will remain in effect and fully incorporated into the Order Form until the Order Term expires.

SECTION 9. GENERAL.

9.1 Marketing. Rapid Ratings may, in connection with the RapidRatings website, marketing, advertising, press release or other publicity, identify Customer as a customer of RapidRatings by use of Customer's name and trademark logo in a manner no more prominent than RapidRatings other customers, to the extent permitted by GSAR 552.203-71.

9.2 Reserved.

9.3 Force Majeure. Except as may be otherwise provided herein, this Agreement is subject to FAR 52.212-4 (f) Excusable delays. (JUN 2010).

9.4 Severability. If any one or more of the provisions of this Agreement should be ruled wholly or partly invalid or unenforceable, then the provisions held invalid or unenforceable will be deemed amended, and the court or other

government body is authorized to reform the provision(s) to the minimum extent necessary to render them valid and enforceable in conformity with the Parties' intent as manifested herein.

9.5 Notice, Execution, Construction. Any notice given by either Party to the other shall be in writing and will be sent by personal delivery, internationally recognized overnight courier with delivery confirmation, electronic notification (such as email), or U.S. Mail, certified or registered, postage prepaid, return receipt requested, to the respective address set forth in this Agreement, or such other address(es) as specified in writing by the Party in accordance with this Section. All notices will be deemed effective upon delivery (or attempted delivery), except that electronic notification shall be deemed effective upon receipt acknowledgement by the receiving Party. This Agreement may be executed in counterparts, all of which together will constitute the entire fully-executed instrument. If there is any conflict of terms between this Agreement and an Order Form, the Order Form will control for the subject matter of the Order Form. Facsimile, photocopy, or electronic signatures will be given the same effect as originals or ink signatures. The headings to Sections of this Agreement are for convenience or reference only and do not form a part of this Agreement and will not in any way affect its interpretation. All capitalized terms not defined in this Agreement are defined as set forth in the Order Form and vice versa. Neither Party will be afforded or denied preference in the construction of this Agreement, whether by virtue of being the drafter or otherwise. The terms "including", "includes", and "include" will be deemed to be followed by "without limitation".

9.6 Use by U.S. Government. The Subscription Services, including any Feedback or derivatives thereof, made available by RapidRatings under this Agreement may be subject to export control, procurement, and/or other laws and regulations of the United States and other jurisdictions applicable to government contractors. Customer agrees to comply with all applicable laws and regulations. Customer represents that it is not currently debarred, suspended, or proposed for debarment by any government entity, including U.S. federal, state, and local government entity. Customer specifically acknowledges that it must comply with all applicable export control laws and agrees that it shall not permit Users to access or use any Subscription Services in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation. The Subscription Services provided by RapidRatings under this Agreement constitute a "commercial item," as defined at FAR 2.101 and FAR Part 12. Consistent with this classification, use, modification, reproduction, release, transfer, performance, display, disclosure, or distribution of the software by Customer and any other end user, including a government entity, are restricted by the terms of this Agreement, and the software service and any related documentation are licensed hereunder (i) only as "commercial items," and (ii) with only those rights as are granted to other commercial end users pursuant to the terms and conditions of this Agreement. Use of any RapidRatings software is restricted by the terms of this Agreement and, in accordance with FAR Section 12.212, is further restricted in accordance with the terms of RapidRatings' commercial end user license agreement/terms of use as displayed in the Subscription Services. Except as described herein, all other use is strictly prohibited. This section describing government use, consistent with FAR 12.212, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in software as a service, computer software, computer software documentation, or technical data related to RapidRatings (here, the Licensor) under this Agreement and in any contract or subcontract under which this software service is acquired or licensed. Neither Customer nor the government is entitled to the software's object code or source code.

9.7 Assignment. Neither Party shall assign, delegate, or otherwise transfer its rights or obligations under this Agreement, by operation of law or otherwise, without the prior written consent of the other Party (to be granted or withheld in its reasonable discretion). This Agreement will be binding upon and will inure to the benefit of the Parties and their permitted successors and assigns.

9.8 Merger and Amendment. This Agreement (including the applicable Order Form(s), which are hereby incorporated herein) together with the underlying GSA Schedule Contract, Schedule price list and Purchase Order(s) constitutes the entire understanding and agreement, and supersedes any and all prior or contemporaneous representations, understandings, and agreements between the Parties with respect to the subject matter of this Agreement, all of which are hereby merged into this Agreement. No amendment to this Agreement or waiver of any provision hereof will be valid or binding unless reduced to writing and duly executed by the Party or Parties to be bound thereby.

9.9 Waiver, Relationship, Third Parties. A Party's failure to enforce a right or remedy in this Agreement will not constitute a waiver of such right or remedy. Nothing contained in this Agreement will be deemed to create, or be construed as creating, a joint venture or partnership between the Parties. Neither Party is, by virtue of this Agreement

or otherwise, authorized as an agent or legal representative of the other Party, except that Customer authorizes Rapid Ratings to collect information from third parties on Customer's behalf. There are no third-party beneficiaries of this Agreement.

EXHIBIT A

RapidRatings API Services Terms

Customer has requested access to RapidRatings application programming interface (API) and associated services and software (collectively, "API Services"). The API Services include a API that provides access to RapidRatings computed ratings and other computed quantitative metrics. The scope of data available using the API Services is as described in API Services Documentation. The API Services will facilitate Customer's extraction of Subscription Service content and data as defined in the Customer Agreement and the API Services Documentation. The scope of the Subscription Services, including the Subscription Reports of companies to which Customer may have access via the API Services, is additionally limited by applicable Order Form(s).

Customer agrees to these terms and conditions as fully incorporated into the Customer Agreement (the "API Services Terms"). If there is a conflict between these API Services Terms and the Customer Agreement, the API Services Terms will control only for the applicable API Services. All capitalized terms have the definitions as provided in the Customer Agreement above, unless otherwise expressly stated herein.

Section 1. API Services, Limitations.

1.1 API Services. According to the terms and conditions of these API Services Terms and any applicable Order Form, Customer may access and use the API Services. For clarity, the API Services are provided pursuant to the Subscription Services terms and restrictions in the Customer Agreement and the API Services are provided on a non-exclusive basis.

1.2 Access Limitations. Customer may allow any employee or contractor to view the API Services. However, any use of any other Subscription Services content, such as Subscription Reports, obtained through access or use of the API Services, is limited to valid Users of Customer. Customer will require Users to comply with (and not knowingly enable them to violate) applicable law, regulation, and the API Service Terms. Customer will only access (or attempt to access) the API Services by the means described in the Documentation. If RapidRatings assigns Customer any credentials (e.g. client IDs, tokens, etc.), Customer must use them with the applicable API Services per the Order Form and Documentation. Customer will not misrepresent or mask either Customer's or any User's identity or any Customer's API client identity when using the API Services.

1.3 Data Limitations. Customer agrees that data provided by RapidRatings through the API Services is provided on a company by company basis. All API Services queries shall be per permitted frequencies in the API Services Documentation and caching is not permitted, without the written consent of RapidRatings. Customer agrees that the API Services facilitate access and use of highly confidential third-party data that must be handled in accordance with the terms of these API Services Terms. Data must also be stored separately in the case of third-party application providers or data aggregators who are acting on behalf of (or contracted by) Customer to display the API Services. Customer understands that the API Services provide access to data that is deemed highly confidential by RapidRatings and third-parties. Customer further understands that release of this information may irreparably harm RapidRatings. Customer will use industry best-practices and comply with any applicable laws related to data security to prevent unauthorized access or use of the data available through the API Services.

1.4 Usage Limitations. RapidRatings may set and enforce limits on Customer's use of the API Services (e.g. limiting the number of API requests that Customer may make in a given interval or the data that is returned), in RapidRatings sole discretion. Customer agrees to not circumvent or disable any such limitations. If Customer intends to use the API Service beyond the limitations, Customer must obtain RapidRatings' express written consent. RapidRatings may decline such request or condition acceptance on Customer's agreement to additional terms and/or charges for that use. RapidRatings may request reasonable information regarding any third-party contractor of Customer performing

integration services or other services related to the API Services. When using the API Services, Customer will not (and will not allow others acting on Customer's behalf to): a) sublicense the API Services for use by a third party, b) create an API Application that functions substantially the same as the API Services and offer it for use by third parties, c) perform an action or inaction with the intent of introducing any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature, d) use the API Services to defame, abuse, harass, stalk, or threaten others, in violation of the law or industry self-regulatory rules or principles, e) interfere with or disrupt the API Services or the servers or networks providing the API Services, f) promote or facilitate online gambling, equities or derivatives trading of any kind, g) reverse engineer or attempt to extract the source code of the API Services, h) copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third party any of the API Services content therefrom; i) use the API Services for any activities where the use or failure of the API Services could lead to death, personal injury, or environmental damage (such as the operation of nuclear facilities, air traffic control, or life support systems), or j) remove, obscure, or alter any RapidRatings terms of service or any communications or links to notices of those terms.

Section 2. Customer Applications.

2.1 API Applications and Monitoring. Customer may use the API Services content obtained through access or use of the API Services in Customer applications/user interfaces, where such applications may be created by Customer, Rapid Ratings, or a third party, as applicable ("API Applications"). Customer agrees that RapidRatings may, subject to applicable Government security requirements, monitor use of the API Services and API Applications, for reasons including to ensure quality, improve RapidRatings products and services, and verify Customer's compliance with the API Services Terms. Customer agrees to not interfere with this monitoring. RapidRatings may use any technical means to overcome any interference RapidRatings may encounter. For clarity, any provisions from the Customer Agreement regarding monitoring and audit rights expressly apply to the API Services.

2.2 Privacy Policy. Customer will comply with all applicable Federal privacy laws of the United States and regulations reasonably relating to the API Application including those applying to personally identifying information. Customer will provide and adhere to a privacy policy for the API Application that clearly and accurately describes what information is collected, how it is used, and that it is shared with third parties (and for what purposes it is shared with third parties), including RapidRatings if applicable.

2.3 Ownership. By using RapidRatings API Services, Customer does not acquire ownership of any rights to the API Services or the content that is accessed through the API Services. RapidRatings, including RapidRatings' licensors, own all intellectual property rights in and to the API Services and content. Customer acknowledges that RapidRatings may develop products or services that may compete with the API Applications or any other products or services. Some of the software required by or included in RapidRatings' API Services, or provided in a good-faith effort to assist Customer (e.g. code stubs, configuration tools), may be offered under an open source license or other license. These licenses constitute separate written agreements, and Customer should consult the appropriate Documentation. RapidRatings makes no representation or warranty for any third-party tools. If Customer provides Feedback regarding the API Services, then RapidRatings may use such information without obligation to Customer, per the Customer Agreement. Customer agrees to not misrepresent the source or ownership of the API Services. When the API Services or data or document content are displayed through any end point device, whether web-based, mobile, print or audio, this content must have the attribution, "All data and analysis provided by Rapid Ratings International." and, if the display is visual, the RapidRatings logo as provided by RapidRatings. RapidRatings will work with Customer to provide logos appropriate for Customer's delivery endpoint format and user experience. All use by Customer of RapidRatings trademarks (including any goodwill associated therewith) will inure to the benefit of RapidRatings. Customer shall not remove, obscure, or alter any copyright, trademark, or other proprietary rights notices; or falsify or delete any author attributions, legal notices, or other labels of the origin or source of material. Except as expressly stated, these API Services Terms do not grant either party any right, title, or interest in or to the other party's trademarks.

2.4 Linking. The API Services data must be displayed per the API Services Documentation, which RapidRatings reserves the right to update, modify, or change from time to time. Any third-party company name or data point displayed in the API Application using the API Services must be linked to a RapidRatings client portal. For example, if a link is provided with the RapidRatings FHR® data point, Customer will hyperlink the FHR data to the discrete URL provided.

Section 3. Communications.

3.1 Communication of Changes. RapidRatings may send Customer notices in connection with use of the API Services. These may contain important API Services changes that RapidRatings may make at its sole discretion that require action by Customer for uninterrupted API Services or Subscription Services access. While RapidRatings will work to ensure Customer is notified in advance of any such changes, Customer is responsible for evaluating whether a change affects the API Application. Customer is solely responsible for evaluating and reacting to these notices. RapidRatings makes no representation that API Services changes will not affect or disrupt the API Application. Any updates to this agreement or the API Services Terms or Documentation shall be presented to Customer for review and will not be effective unless and until both parties sign a written agreement updating the terms. If RapidRatings issues a new version of the API Services, Customer must update their API Services and RapidRatings will continue to support and maintain the previous version for no more than six (6) months. If Customer does not agree to the changes or updates, Customer should discontinue use of the API Services.

3.2 Confidential Communications. Customer credentials (such as passwords, keys, and client IDs) are intended to be used by Customer and to identify Customer's organization (entity), API Application, and other potentially unique or personally identifying information. Customer will use industry best practices and efforts to keep credentials confidential and to prevent and discourage other API clients from using Customer's credentials. RapidRatings' communications to Customer and RapidRatings' API Services contain RapidRatings Confidential Information, pursuant to the Customer Agreement.

3.3 Reporting Requirements. Customer is responsible for providing reports to RapidRatings that disclose the usage of the API Services ("Reporting Requirements") upon the request of RapidRatings. The Reporting Requirements may be met by submission of at least the following information: a) time/date(s) of access/use, b) frequency of access/use, and c) what content has been accessed. The Reporting Requirements may be automated for delivery of such information to RapidRatings. The technical details of this procedure and a preferred format for the submission of information will be provided in the API Services Documentation.

Section 4. Warranties, Limitation of Liability.

IN ADDITION TO THE WARRANTIES AS PER THE CUSTOMER AGREEMENT ABOVE, NEITHER RAPIDRATINGS NOR ITS SUPPLIERS OR DISTRIBUTORS MAKE ANY REPRESENTATIONS OR WARRANTIES REGARDING THE API SERVICES OR ANY CONTENT ACCESSED THROUGH OR TRANSMITTED TO THE API SERVICES, THE SPECIFIC FUNCTIONS OF THE API SERVICES, OR THEIR RELIABILITY, AVAILABILITY, OR SECURITY OR ABILITY TO MEET CUSTOMER'S NEEDS. THE API SERVICES AND CONTENT ARE PROVIDED "AS IS" AND "AS AVAILABLE". Customer represents and warrants that Customer will not violate the API Services Terms. The limitations on liability in the GSA Schedule Contract expressly apply to these API Services Terms.

Section 5. Indemnity.

The indemnity obligations in the GSA Schedule Contract expressly apply to these API Services Terms.