

Automated Verifications of Employment and Income and Data Integration for Unemployment Claims Management (“VOEI Service”) Client Services Agreement

This CSA is a part of the Viventium Software, Inc. (“Viventium”) Master Terms and Condition (the “Agreement”), and is hereby incorporated into such terms by reference. To the extent that User’s use of the Services includes the use of VOEI Service, User hereby agrees to this CSA. Capitalized terms used but not otherwise defined in this CSA will have the meanings set forth in the Agreement. All terms of the Agreement, including all disclaimers, limitations of liability, agreements and indemnities, apply to this CSA.

1. **DEFINITIONS AND INTERPRETATION.** As used in this CSA:

- 1.1 “*Affiliate*” means an entity which is controlling, controlled by or under common control with the entity in question;
- 1.2 “*CSA*” means this Client Services Agreement;
- 1.3 “*Intellectual Property*” means all intellectual property rights (including all copyrights, patents, trademarks, trade secrets, industrial designs and know-how) and all applications, continuations, extensions, notices, licenses, sublicenses, agreements and registrations thereof in any jurisdiction;
- 1.4 “*Materials*” means all materials, forms, brochures, tip sheets, posters, and online content furnished by Viventium or Third Party Provider to User, and any derivatives thereof;
- 1.5 “*Parties*” means collectively User and Viventium, and each is a “Party”;
- 1.6 “*Personal Information*” means information about an identifiable individual and which constitutes information governed by any applicable privacy or data protection law, statute or regulation;
- 1.7 “*Including*” and “*Includes*” shall, wherever they appear in the CSA, be deemed to be followed by the statement “without limitation”, and neither of such terms shall be construed to limit any words or statement which it follows to the specific or similar items or matters immediately following it;
- 1.8 “*Service or Services*” means the service, system, and platform provided to process verifications of employment and income;
- 1.9 “*Software*” means any software program(s) licensed or provided by Third Party Provider and/or Viventium to User through which the Service will be provided;
- 1.10 “*Third Party Provider*” means the third-party provider that provides some or all the Services and/or Software;
- 1.11 “*Vendor Property*” means, collectively, and respectively to Viventium and Third Party Provider:
 - (i) any and all systems, hardware, software, networks, online content, applications, source codes, specifications, templates, modules, devices, equipment, documentations or other property owned, licensed, leased, produced, designed, created or used by either Viventium or Third Party Provider as of the Effective Date or thereafter, whether for purposes of providing the Services pursuant to the CSA or

for any other purpose; (ii) all Confidential Information of Viventium and Third Party Provider; (iii) all Materials; and (iv) any and all Intellectual Property in any of the foregoing or related thereto.

2. **TERMS OF SERVICE**

2.1 All Services are provided to User on the strict condition that they are used for User's own internal business use and not for re-sale by User or for any use by User that would constitute providing a service for third parties. However, and notwithstanding the above it is agreed that the Services may be used by User's Affiliates provided that:

2.1.1 The Services are used by User and/or its Affiliates only within the United States of America; and

2.1.2 User shall remain liable for the acts and omissions of all of its Affiliates as if the acts and omissions were acts and omissions of User.

2.2 As Viventium and Third Party Provider have no control over the quality of the information obtained from User, User agrees to indemnify and hold Viventium and Third Party Provider and their employees, agents, officers, sales agents, attorneys and insurers harmless from all claims and liability including, but not limited to: reasonable attorney fees, expenses and costs arising out of any assertion, claim or lawsuit claiming that any information provided by User was inaccurate or in violation of any applicable law regarding User's information or in violation of an agreement between the individual and User.

3. **COMPLIANCE**

3.1 Compliance. User hereby represents that they have and will at all times be in compliance with all applicable laws relating to privacy and the collection, use and disclosure of Personal Information relating to the Services. User hereby represents that any Personal Information provided by it to Viventium and/or Third Party Provider under the CSA has been and shall be collected, transferred and/or disclosed in compliance with such privacy laws (including obtaining the proper consent where applicable).

4. **INTELLECTUAL PROPERTY**

4.1 Ownership of Intellectual Property. As between the Parties and vis-à-vis any third party, Viventium and Third Party Provider are and shall remain the sole and exclusive owner of all Vendor Property and any and all components thereof, whether owned on the Effective Date or acquired thereafter.

4.2 Right of Use. Viventium and Third Party Provider hereby grant to User, during the Term, the license, right to access and use the Service, Software and such other Vendor Property as may be required for User to receive and use the Services, subject to and in accordance with the following terms:

4.2.1 The Software and Vendor Property is provided solely for the purpose of enabling User to receive and use the Services, and without limitation, User shall not use it in any manner that would be illegal, offensive or damaging to Viventium, Third Party Provider, or any third party;

4.2.2 User shall not assign, transfer, sublicense, charge or otherwise deal in, encumber or make available to any third party the Software or Vendor Property, and any attempt to do so shall be null and void and shall constitute a material breach of the CSA; and

4.2.3 To the extent the Software or Vendor Property is licensed to, or otherwise in the possession or under the control of User, then User agrees not to modify, merge, copy, disseminate, display, disassemble, reverse engineer, tamper with, or otherwise attempt to decrypt or derive the source code, any trade secrets or any proprietary information or create any applications or any derivative works thereof.

5. **REPRESENTATIONS AND WARRANTIES**

5.1 User represents and warrants as follows:

5.1.1 It has all the requisite authority and is lawfully entitled to enter into the CSA; and

5.1.2 It will comply with its obligations as set out in the CSA and will provide all reasonable cooperation to Viventium and Third Party Provider in the performance of the CSA.

6. **STATISTICAL INFORMATION**

6.1 Viventium and Third Party Provider may anonymously compile statistical information related to the performance of the Services for purposes of improving the Software and Services, provided that such information does not identify User's data, User's name or individual employee data.

7. **CHANGES**

7.1 Changes to Legislation. In the event of a change to any federal, state, provincial or other applicable law or regulation affecting the Services, or any other change materially affecting the cost of providing the Services, Viventium may make changes to the CSA with thirty (30) days prior written notice to User.

7.2 Changes to Service. User acknowledges and agrees that in order to maintain flexibility in the business, Viventium and Third Party Provider reserves the right to make changes to the Services or the manner in which they are delivered, at any time and from time to time, as Viventium and Third Party Provider considers reasonable and/or necessary (including changes to improve such Services and/or necessary to reflect legislative changes).

8. GENERAL PROVISIONS

8.1 Actions. User may not bring any action under the CSA more than two years after the cause of action has accrued.

8.2 Rights under CSA. No delay or indulgence by either Party at any time, to enforce any of the provisions of the CSA, or any right with respect thereto, shall be construed as a waiver of such provision or right, nor shall it prejudice or restrict the rights of that Party. A waiver of its rights shall not operate as a waiver of any subsequent breach. No right, power or remedy conferred upon or reserved for either Party is exclusive of any other right, power or remedy available to that Party and the rights, powers and remedies shall be cumulative.

8.3 User Name. Viventium and Third Party Provider may list User by name and logo as a User, provided that such listing is not shown to be an endorsement the Services.

8.4 Binding Effect. This CSA shall be binding upon and inure to the benefit of the respective successors and permitted assigns and, as applicable, to the heirs and legal representatives of the Parties hereto.

8.5 Severability. If any provision of the CSA is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable for any reason, such fact shall not affect the validity of the remaining provisions or the applicability of such invalid provision.

8.6 Waiver. No waiver of any rights hereunder shall be deemed effective unless in writing and executed by the waiving Party. The waiver by either Party hereto of a breach of any provision of this CSA shall not operate or be construed as a waiver of any subsequent breach by either party.

8.7 Compliance with Laws. User shall comply with all applicable laws and regulations in its performance of the CSA.

8.8 Third-Party Beneficiaries.

8.8.1 Except as set forth in Section 8.8.2 below, the Parties do not confer any rights or remedies upon any Person other than the Parties to this Agreement and their respective successors and permitted assigns.

8.8.2 The Parties hereby designate Third Party Provider as third-party beneficiaries of this Agreement having the right to enforce any rights under this Agreement against User.