COMPONENTS LICENSE AND OEM AGREEMENT

This Components License and OEM Agreement (the "**Agreement**") is entered into by and between ID R&D, Inc. ("**Mitek**" or "**ID R&D**") and the company identified on the relevant Order Form ("**Company**"). This Agreement governs Company's use and distribution of the Licensed Software identified on the Order Form. Company agrees that its use of the Licensed Software shall be subject to this Agreement by signing an Order Form referencing these terms and conditions.

WHEREAS, Mitek is a provider of certain software products and services as more fully described herein, and;

WHEREAS, Company desires to license certain software products and services, as identified on the relevant Order Form, subject to the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants herein, the parties agree as follows:

1. Definitions

For purposes of this Agreement and any Order Form(s) subject to this Agreement, the following definitions shall apply to these certain capitalized terms:

1.1. "Affiliate" means, with respect to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with such party, where "control" means ownership of more than fifty percent (50%) of the voting equity or the power to direct the management and policies of such entity.

1.2. "Applicable Law(s)" means all applicable laws, rules, and regulations to a party's operation of its business in relation to the subject matter of this Agreement, including, without limitation, those laws related to data privacy, international communications, and the transmission of technical or personal data.

1.3. "Confidential Information" means the proprietary information and trade secrets of Mitek and Company, identified by being marked confidential or proprietary, and including, without limitation, business plans, product plans, designs, component specifications, algorithms, inventions (whether or not patentable), costs, prices and names, financial information, licensing strategies, marketing and advertising plans, research, software, information regarding customers or prospective customers, information regarding executives and employees, and any copies made of the forgoing. The Licensed Software and the existence of and terms and conditions of this Agreement and any Order Form shall be considered the Confidential Information of Mitek.

1.4. "Company Product" means the product, system, application, equipment, or service owned or developed by Company into which the Licensed Software is integrated, embedded, incorporated, or otherwise made a component part.

1.5. "Discloser" means a party that discloses or otherwise makes Confidential Information available to the other party under this Agreement.

1.6. "Documentation" means all documents, file specifications, test data, screen layouts, data dictionaries, report layouts, and all manuals which collectively contain a description and definition of the operating conditions of the Licensed Software, as may be updated from time to time and available at https://docs.idrnd.net.

1.7. "Fees" means the amounts payable by Company to Mitek as identified on the relevant Order Form.

1.8. "Licensed Software" means (i) the software products identified on an Order Form which Company is entitled to use hereunder, (ii) associated Documentation, and (iii) Releases to which Company is entitled.

1.9. "Order Form" means a transaction document referencing this Agreement, specifying the Licensed Software Company is entitled to use and the quantities, pricing, and term for such Licensed Software, issued by Mitek and signed by both parties.

1.10. "Recipient" means a party that receives or obtains Confidential Information from the Discloser under this Agreement.

1.11. "Release" means a periodic update of the same version of the Licensed Software, if and when made generally availa1`ble by Mitek to its customers. Release shall not include new versions of the Licensed Software, including any successor product which significantly differs in architecture, user interface, or mode of delivery.

1.12. "**SDK**" shall mean Software Development Kit.

1.13. "Term" means the term of this Agreement, as specified in Section 9.1 ("**Term**").

2. License Grant and Terms

2.1. License Grant. Subject to the terms and conditions of this Agreement, Mitek hereby grants to Company a non-exclusive, non-transferable, non-sublicensable limited license, during the relevant license term, to execute and use the Licensed Software, either on a standalone basis for Company's internal business purposes, or as incorporated by Company into a Company Product which is then distributed by Company. Specifically, Company shall have the rights to: (i) compile and incorporate or merge the Licensed Software into the Company Product; (ii) manufacture, market, and distribute the Company Product through its commercial channels of distribution; (iii) use the Licensed Software in object code and source code (where applicable and provided by Mitek) format to process its own data and, solely as incorporated into the Company Product, the data of third-party customers, partners, and partners' customers; (iv) maintain and use a reasonable number of backup copies of the Licensed Software solely as required for redundancy, archival, and disaster recovery; (v) to copy the Licensed Software and Documentation as reasonably required to facilitate the exercise of the license rights in this Section; and (vi) to copy, distribute, and sell the Licensed Software solely as incorporated into the Company Product.

2.2. Restrictions. Other than as specifically provided herein, Company shall not, and shall ensure that no third party shall, (i) copy, reproduce, modify, distribute, make derivative works of, translate, adapt, disassemble, reverse compile, or reverse engineer any part of the Licensed Software; (ii) use the Licensed Software for timesharing, service bureau, hosting, outsourcing, or other similar purposes, or for the benefit of any third party without the prior written consent of Mitek; (iii) remove, alter, or obscure any copyright notices, proprietary legends, trademarks, or other markings contained in the Licensed Software; (iv) use the Licensed Software in violation of any applicable laws, regulations, or third party rights, including, without limitation, intellectual property, data privacy, or data protection rights; and (v) use the Licensed Software in any manner beyond the scope of this Agreement.

2.3. Demonstration Licenses. Company and Company's partners may demonstrate the Licensed Software, as embodied in the Company Product, for the duration of this Agreement without additional charge. For the avoidance of doubt, for any situation where Company receives compensation, in cash or kind, for the Company Product, Company shall pay Mitek according to the fees on the applicable Order Form.

2.4. Additional Components. Some product distributions may be bundled and include components of products that are not identified on an Order Form and licensed separately by Mitek. Unless such products are licensed by Company subject to an Order Form, Company shall have no right to install, activate, or use any such component. If Company installs, activates, or uses any such component, that use shall be deemed licensed under this Agreement and the applicable Order Form, and Company shall report such use in accordance with Section 3.5 (Usage Reporting) and pay the Fees for such use based on Mitek's then-current list price for such components.

3. Fees and Payment

3.1. Fees; Payment Terms. In consideration of the licenses granted by Mitek hereunder, Company shall pay Mitek the Fees set forth on, and in accordance with the terms of the applicable Order Form. Unless otherwise specified on the applicable Order Form, all payments made by Company to Mitek hereunder shall be made by wire transfer or ACH in United States currency and to the bank account as Mitek may direct from time to time.

3.2. Delivery. Licensed Software will be made available to Company electronically. Electronic delivery will be made by providing Company with the necessary information to download the Licensed Software.

3.3. Taxes. All Fees are exclusive of applicable taxes, including, sales, use, ad valorem, or similar taxes, regardless of taxing authority. Company shall be responsible for payment of any taxes (other than U.S. taxes based upon the income of Mitek), fees, duties, and other government charges, and any related penalties and interest, arising from the provision of the products or services hereunder. For the avoidance of doubt, if Company must withhold taxes from the payment to Mitek, the Fees shall be grossed up to include the withholding tax. Company shall alert Mitek prior to payment or invoicing if the gross up is necessary

3.4. Late Payments. If Company fails to pay any Fees when due, Mitek reserves the right to charge Company interest on such late payments at the rate of one percent (1%) per month or portion thereof.

3.5. Usage Reporting. Company shall report its use of the Licensed Software monthly within three (3) business days after the end of each month. The report shall be in a format to be mutually agreed upon, but that at a minimum will contain details of all usage itemized by individual product. In the event that such report shows usage of the Licensed Software in excess of any minimum committed amounts for the relevant period, Mitek will invoice Company for such amounts in accordance with the relevant Order Form. Company acknowledges that the Licensed Software may contain functionality that provides automated use tracking and reporting and agrees to utilize such functionality for reporting purposes, and further consents to such functionality returning usage information to Mitek. Company's obligation to report usage is a material obligation and applies automatically, without any request or reminder from Mitek. Failure by Company to deliver a required usage report within ten (10) days after it is due shall be considered a willful, material breach of this Agreement for which there is no cure, and Mitek shall be entitled to terminate this

Agreement upon written notice to Company. Further, in all instances where Company has failed to report as required, Mitek shall be entitled to make a good-faith estimate of Company's usage and Company shall pay all invoices resulting from such estimates of usage.

3.6. Audit. Company shall maintain accurate and detailed records reflecting the basis for its usage reporting and fees paid to Mitek, together with all required supporting or underlying documents and materials, for the duration of this Agreement and for at least three (3) years following any expiration or termination of this Agreement. No more than one (1) time per year, Mitek shall be entitled, during normal business hours and either remotely or at Company's place of business, to inspect, audit, or examine Company's operations, records, documents, systems, and facilities to confirm Company's compliance with the terms of this Agreement. Any such inspection, examination, or audit may be conducted by Mitek directly or an independent third party selected by Mitek bound by appropriate confidentiality restrictions. If an audit, inspection, or examination reveals underpayments, Mitek will invoice and Company shall pay any such amounts within thirty (30) days of such invoice. Further, if an underpayment of more than ten percent (10%) is discovered, Company shall reimburse Mitek for the reasonable costs of such audit.

4. Support and Maintenance

4.1. Support Services. Mitek agrees to provide Company with technical support of the Licensed Software as further specified in Exhibit A hereto.

4.2. Updates and Upgrades. Fees payable by Company hereunder include Releases of the Licensed Software, as made available by Mitek from time to time.

4.3. Company Obligations. To the extent Company is reselling the Licensed Software as a component of Company Product(s), Company is responsible for supporting all end customers in accordance with the terms of Exhibit A hereto.

5. Confidentiality and Proprietary Information

5.1. Separate Agreement. The terms of this Section 5 ("Confidentiality and Proprietary Information") govern the exchange and use of Confidential Information under this Agreement. These terms apply in addition to, and do not supersede, any separate non-disclosure agreement between the parties covering pre-production or evaluation activities, except to the extent such non-disclosure agreement expressly provides that it is superseded by a subsequent or definitive agreement, in which case such provision shall be given effect; provided that, with respect to Confidential Information exchanged under this Agreement, this Section 5 controls in the event of any conflict.

5.2. Obligations of Confidentiality. In the performance of this Agreement, each party may disclose to the other party certain Confidential Information. Recipient acknowledges and agrees that Confidential Information provided by Discloser shall remain the sole and exclusive property of Discloser. Recipient shall not disclose or use, directly or indirectly, by any means or for any purpose, the Confidential Information provided by Discloser except as expressly contemplated hereunder. The disclosure of Confidential Information to Recipient does not confer upon Recipient any license, interest, or rights of any kind in or to the Confidential Information, except as expressly provided in this Agreement. Subject to the restrictions set forth above, Recipient shall protect the Confidential Information provided by Discloser with the same degree of protection and care it uses to protect its own Confidential Information, but in no event less than reasonable care. For all Confidential Information, the obligations in this Section 5 ("Confidentiality and Proprietary Information") shall continue for the Term and for five (5) years thereafter, except with respect to Confidential Information that constitutes a trade secret under applicable law, in which case the obligations shall survive perpetually. Nothing in this Section shall prohibit either party from disclosing Confidential Information on a need-to-know basis to its contractors, accountants, auditors, regulators, or as otherwise legally required, provided however, that such parties are under obligations of confidentiality substantially equivalent to those in this Agreement. Within ten (10) business days of Discloser's written request, Recipient shall either return to Discloser or destroy all copies of such Confidential Information in Recipient's possession or under its control (including without limitation all summaries, notes, and tangible copies created by Recipient), and an authorized representative of Recipient shall confirm same in writing upon Discloser's request.

5.3. Exceptions. Nothing in this Section 5 ("Confidentiality and Proprietary Information") shall prohibit or limit Recipient's disclosure or use of information if Recipient proves: (i) such information is generally available to the public without obligations of confidentiality, absent breach of this Agreement by Recipient; (ii) such information was in Recipient's possession prior to the time of disclosure by Discloser and was not acquired directly or indirectly from Discloser; (iii) the information becomes available to Recipient from a third party which is not legally prohibited from disclosing such information; or (iv) the information was developed by or for Recipient independently of the disclosure of such information by the Discloser or its Affiliates. If the Recipient is required to disclose Confidential Information by a governmental agency or by operation of law (including without limitation pursuant to a legal dispute between the parties), then Recipient shall first notify

Discloser (if permitted by applicable law) prior to disclosure in order to give Discloser an opportunity to seek an appropriate protective order and/or waive compliance with the terms of this Agreement and shall disclose only that minimal portion of the Confidential Information which Recipient is required to disclose.

5.4. IP Ownership. Each party retains all right, title, and interest to their own intellectual property hereunder. Nothing herein shall be construed to transfer ownership of any intellectual property. The Licensed Software is licensed, not sold. Except for the express licenses granted hereunder, no rights in the Licensed Software are granted to Company or their end-users, whether by implication, estoppel, or otherwise. As between Mitek and Company, Company shall own all rights in and to the Company Product, independent from the Licensed Software component(s), which shall remain the sole and exclusive property of Mitek. If Company provides suggestions, requests, recommendations, enhancements, or feedback related to the Licensed Software, Company hereby assigns all right, title, and interest in and to such feedback to Mitek, and Mitek may use it without restriction or obligation.

6. Representations and Warranties

6.1. By Mitek. Mitek represents and warrants that: (i) it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements, or any judgment, order, or decree applicable to Mitek; (ii) it shall comply with all Applicable Law in the performance of its obligations and duties hereunder; (iii) for a period of ninety (90) days following initial delivery of the Licensed Software, the Licensed Software shall perform in accordance with its Documentation, provided, however, that Company's sole remedy for any breach of this warranty shall be for Mitek to re-deliver a conforming copy of the Licensed Software.

6.2. By Company. Company represents and warrants that: (i) it has full right, power, and authority to enter into this Agreement and to perform its obligations and duties under this Agreement, and that the performance of such obligations and duties does not and will not conflict with or result in a breach of any other agreements, or any judgment, order, or decree applicable to Company; (ii) it shall comply with all Applicable Law in the performance of its obligations and duties hereunder; (iii) it will not use, and will not permit any third party to use, the Licensed Software in connection with any application or system requiring fail-safe performance, including without limitation, air traffic control, life-support systems, medical devices, nuclear facilities, autonomous vehicles, weapons systems, or other high-risk or safety-critical environments where failure could lead to death, personal injury, or severe physical or property damage; (iv) it will distribute the Licensed Software together with, and require all end users prior to use of the Licensed Software or Company Product, an end user license agreement ("EULA") that contains terms no less protective of Mitek's rights than those set forth in this Agreement; (v) its integration, modification, configuration, packaging, or distribution of the Licensed Software will not impair, degrade, or interfere with the performance, functionality, security, or integrity of the Licensed Software; (vi) all reports, usage data, statements, and other records provided to Mitek under this Agreement will be complete, accurate, and prepared in good faith; (vii) the Company Product and all other materials used by Company in conjunction with the Licensed Software do not and will not infringe, misappropriate, or otherwise violate any intellectual property rights of any third party; and (viii) it will not introduce, directly or indirectly, any virus, trojan horse, worm, backdoor, time bomb, malicious code, or any other software designed to disrupt, disable, harm, or otherwise interfere with the operation of the Licensed Software or any system on which it operates.

6.3. Disclaimer. EXCEPT FOR THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 6, THE LICENSED SOFTWARE AND ALL ASSOCIATED SERVICES ARE PROVIDED "AS IS" AND "WITH ALL FAULTS" AND NEITHER PARTY MAKES ANY ADDITIONAL WARRANTY, EXPRESS OR IMPLIED, RELATED TO THE LICENSED SOFTWARE OR ITS PERFORMANCE UNDER THIS AGREEMENT. EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, TITLE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NO REFUNDS SHALL BE PROVIDED WITH RESPECT TO ANY WARRANTY HEREUNDER.

7. Indemnification / Third Party Claims

7.1. By Mitek. Mitek shall at its sole option defend or settle at its expense and indemnify Company and its officers, directors and employees from damages from any third party claim or suit against Company arising out of or in connections with an assertion that the Licensed Software, standing alone, directly infringes or misappropriates any United States patent, or any copyright, trademark, or trade secret right of a third party (a "Claim"). Mitek shall have no obligation under this Section to the extent that any Claim arises from: (a) the Company Product, or any other Company product or service; (b) compliance by Mitek or its third party provider(s) with Company specifications; (c) the combination of the Licensed Software with any other hardware, products, or services not supplied by Mitek; (d) Company continuing any use, distribution, or licensing of the Licensed Software after being notified of any allegedly infringing activity and after being informed of or provided with modifications to the Licensed Software that would have avoided the alleged infringement; or (e) Company's use of the Licensed Software that is not strictly in accordance with the terms and conditions of this Agreement.

7.2. By Company. Company shall indemnify, defend, and hold Mitek and its officers, directors, and employees harmless for, from and against all claims brought by any third party against Mitek which are attributable to: (a) Company's use of any third party software not provided by Mitek in the Company's applications, products, or services; (b) the actual or alleged infringement of the Company Product or any other Company product or service of any patent, copyright, trademark, trade secret or other intellectual property right; (c) Company's use of the Licensed Software not in strict compliance with this Agreement; and/or (d) Company's failure to comply with applicable law as it relates to the processing of personal or biometric information, including, without limitation, any failure to obtain legally required consents or failure to provide legally required notice(s) regarding the collection and processing of personal or biometric information.

8. Limitation of Liability

8.1. LIMITATION OF REMEDIES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR OTHER INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS, USE, DATA, OR OTHER ECONOMIC ADVANTAGE) UNDER ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY MALFUNCTION OR DEFECTS IN THE LICENSED SOFTWARE OR ANY SERVICES PROVIDED HEREUNDER, OR IN TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2. CAP ON DAMAGES. EXCEPT FOR (I) PAYMENT OF FEES TO MITEK, (II) A PARTY'S FRAUD OR INTENTIONAL MISCONDUCT, (III) COMPANY'S OBLIGATIONS UNDER SECTION 7.2 ("INDEMNIFICATION BY COMPANY"), AND (IV) COMPANY'S VIOLATION OF MITEK'S INTELLECTUAL PROPERTY RIGHTS, IN NO EVENT WILL THE TOTAL, AGGREGATE, CUMULATIVE LIABILITY OF EITHER PARTY TO THE OTHER PARTY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE AMOUNTS PAID OR PAYABLE BY COMPANY TO MITEK DURING THE TWELVE (12) MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO ANY SUCH CLAIM.

9. Term and Termination

9.1. Term. This Agreement shall be effective upon the mutual execution of an Order Form referencing these terms and conditions and shall continue as long as any Order Form subject to these terms and conditions remains in effect. If, at any time, there is no longer any active Order Form between Mitek and Company subject to these terms and conditions, these terms and conditions shall expire and be of no further force or effect, except as otherwise specified in Section 11.1 ("Survival").

9.2. Termination. This Agreement and any Order Form hereto may be terminated by either party in the event that the other party is in material breach of this Agreement and/or any Order Form, and fails to cure such breach within thirty (30) days after receiving notice of such breach from the non-breaching party. In addition, either party may terminate this Agreement and any Order Form immediately upon written notice if the other party becomes insolvent, makes a general assignment for the benefit of creditors, or becomes the subject of a voluntary or involuntary bankruptcy, receivership, or similar proceeding that (in the case of an involuntary proceeding) is not dismissed within sixty (60) days.

9.3. Effect of Termination. Upon any termination or expiration of this Agreement and/or any Order Form, all licenses granted by Mitek to Company shall immediately terminate and Company shall promptly: (i) cease all use of the applicable Licensed Software and ensure that its end-customers immediately cease all use of the Licensed Software; (ii) (a) return to Mitek or (b) destroy, with Mitek's prior consent, all Licensed Software, including Documentation, and any copies of other Mitek Confidential Information; (iii) provide a final usage report in accordance with Section 3.5 ("Usage Reporting"); (iv) pay Mitek any outstanding amounts owed. Notwithstanding the foregoing, either party shall be permitted to retain copies of relevant records and documentation to the extent required by applicable law and its regulatory authorities, provided that any such information shall continue to be subject to the confidentiality requirements in Section 5 ("Confidentiality and Proprietary Information").

10. Compliance and Export Control

10.1. Company and its Affiliates and end-customers shall comply with all United States laws and regulations controlling the export of certain commodities and technical data, including without limitation all Export Administration Regulations of the United States Department of Commerce. Among other things, these laws may prohibit or require a license for the export of certain types of commodities and technical data to specified countries and individuals. Company hereby warrants that it will comply with and will cause its Affiliates and end-customers to comply with, all United States export laws and regulations, that it bears sole responsibility for any violation of such laws and regulations by itself or its Affiliates or end-customers, and that it will indemnify, defend, and hold Mitek harmless, from and against all damages, costs, fees, or liabilities associated with Company's failure to comply with this Section 10. ECCN designations for the Licensed Software are available from Mitek upon request.

11. Miscellaneous

11.1. Survival. Notwithstanding anything herein to the contrary, the provisions of Sections 1 (Definitions), 3 (Fees and Payment, as to accrued amounts), 5 (Confidentiality and Proprietary Information), 6.3 (Disclaimer), 8 (Limitation of Liability), 10 (Compliance and Export Control), and 11 (Miscellaneous) shall survive the termination or expiration of this Agreement.

11.2. Governing Law; Venue; Dispute Resolution. This Agreement and the performance hereunder shall be construed, interpreted, and governed by the laws of the State of Delaware, USA. Any suit or action filed to enforce or contest any provision of this Agreement, or related to the obligations and duties herein, shall be brought exclusively in a court of competent jurisdiction in the State of Delaware, USA. Mitek and Company irrevocably consent to the exclusive jurisdiction of, and venue in, the state and federal courts located in the State of Delaware, USA. The United Nations Convention of Contracts for the International Sale of Goods shall not apply to this Agreement. Notwithstanding the above, each party shall be entitled to seek injunctive relief and other emergency relief in any competent court.

11.3. Force Majeure. The parties shall not be liable to each other or to any other person for any delay or failure in the performance of this Agreement resulting from circumstances beyond their control, including, without limitation, acts of God or nature, government intervention, war, terrorism, pandemic, vandalism, or labor disputes or strike.

11.4. Notices. All notices required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given one business day after the day on which it was delivered personally or hand delivered by a reputable international courier service (e.g. DHL, FEDEX). Notices shall be addressed to Mitek at ID R&D, Inc., 770 First Avenue, Suite 425, San Diego, CA 92101, Attn: Legal Department, and to Company at the billing address set forth on the applicable Order Form.

11.5. Waiver; Order of Precedence. No waiver of any breach or enforcement of any provision of this Agreement shall be effective unless made in writing and signed by the party against whom the waiver is asserted. In the event of a conflict between this Agreement and any Order Form, the terms of the Order Form shall control, but only with respect to products and services provided subject to that specific Order Form.

11.6. No Flow Down. No terms of any agreement entered into between Company and any third party will be applied to Mitek unless otherwise agreed to by Mitek in writing, signed by an officer of Mitek.

11.7. Attorneys' Fees. In any action between the parties to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover reasonable expenses associated with the enforcement action, including reasonable attorneys' fees.

11.8. Independent Contractors. Nothing in this Agreement shall create any association, employment relationship, partnership, or joint venture between the parties hereto. The parties are independent contractors and neither party shall have the power or authority to act as agent for or otherwise obligate the other in any way.

11.9. Severability. The parties acknowledge that the terms and conditions of this Agreement fairly and adequately represent the intentions of the parties with regard to the agreement between them governing the subject matter hereof. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be considered to have been rewritten by such court, as broadly as possible, to give full effect to the intentions of the parties. All other remaining provisions of this Agreement shall be interpreted as broadly as possible to give full effect to the intentions of the parties.

11.10. Assignment. Neither party shall assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party, such consent to not be unreasonably withheld, except no such consent shall be required for an assignment to a party's Affiliate or to a successor to a party in connection with such party's reorganization, merger, consolidation, sale, acquisition, or other corporate restructuring involving all or substantially all of the voting securities or assets of the applicable business line of the assigning party. In the event of any assignment not requiring consent, the assigning party shall promptly notify the other party of such assignment.

11.11. Entire Agreement; Modifications. This Agreement, together with applicable Order Form(s), represents the entire agreement between the parties hereto with respect to the subject matter hereof. No modification, amendment, change, or supplement shall be effective unless in writing and signed by both parties. Except as specifically provided hereunder, this Agreement expressly supersedes all prior understandings, negotiations, and agreements related to the subject matter hereof.

Exhibit A

Support

Mitek will provide the following specific Support Tiers and SLAs as part of Mitek's delivery of the Licensed Software. Company shall report issues to Mitek either by emailing support@miteksystems.com or opening a ticket at https://support.miteksystems.com/hc. The overall support model and tiers for the Company solutions including the Mitek technology are outlined in Table 1 below.

Table 1 – Support Tiers

1st Tier Responsibility	2nd Tier Responsibility	3rd Tier Responsibility	4th Tier Responsibility
Company or Company Partner's Help Desk	Company or Company Partner's Technical Support Staff	Company Engineering staff	Mitek Support or Engineering staff

Tier 4 Technical Support
Company or Company partners (other than Company) will provide Tier 1, Tier 2 and Tier 3 Technical Support for the Company and Mitek joint solutions as provided by Company and Company partners. Mitek is responsible for providing Tier 4 Technical Support. The details of these deliverables and options are provided below.

Definition of Incident Priority Levels
The definition of the incident priority levels is defined in Table 2 below.

Table 2 – Priority Levels

Priority Level	Description
Priority 1 – Critical	Defect causes data corruption or system unavailability or otherwise prevents meaningful use of Mitek capabilities.
Priority 2 – Urgent	Defect prevents use of a critical feature of the Mitek capabilities.
Priority 3 – Serious	Defect prevents reasonable use of a Mitek feature, but does not prevent meaningful use of Mitek capabilities.
Priority 4 – Enhancement	A request for an enhancement. Mitek may choose whether or not to accommodate.

Technical Support SLAs
Mitek Technical Support Services will use "Reasonable Best Efforts" to address Incidents for Tier 4 issues related to the Mitek software as shown in Table 3 below.

Table 3 – Tier 4 SLAs for Mitek

Tier 4 Service	Measure	Target Service Level
Incident Response		
Incident Response (based on M-F, 9am-5pm US EST time zone) – Defined as incident acknowledged by the support team	Priority 1	1 hour
Incident Response (based on M-F, 9am-5pm US EST time zone) – Defined as incident acknowledged by the support team	Priority 2	24 hours
Incident Response (based on M-F, 9am-5pm US EST time zone) – Defined as incident acknowledged by the support team	Priority 3	3 business days
Incident Response (based on M-F, 9am-5pm US EST time zone) – Defined as incident acknowledged by the support team	Priority 4	5 business days
Incident Resolution		
Incident Resolution	Priority 1	Best efforts to resolve as soon as reasonably practicable
Incident Resolution	Priority 2	Commercially reasonable efforts to resolve promptly
Incident Resolution	Priority 3	Commercially reasonable efforts to resolve promptly
Incident Resolution	Priority 4	No specific resolution target

Notes
Mitek will exert its “reasonable best effort” to respond to all calls and incidents within the applicable Target Service Level set forth above. Start time would be when the call or incident was received by Mitek. Mitek will use “best efforts” to resolve Priority 1 incidents as soon as reasonably practicable. Mitek will exert “commercially reasonable efforts” to resolve Priority 2 and Priority 3 incidents promptly. Mitek will address Priority 4 incidents at Mitek’s sole discretion, which may be via a future scheduled Update or Upgrade. Start time would be when the call was received by Mitek. Mitek will use “reasonable best efforts” to meet the Target Service Level durations for Incident Response, but these durations cannot be guaranteed. If or when necessary, Mitek will be granted the required access to the Company systems, or Company staff will need to be readily available to work with the Mitek staff to resolve technical issues.

Development Support
Mitek provides to Company’s developers support in the form of documentation, email, phone calls, and web meetings between appropriate development staff at Mitek and Company.

Company Obligations
The Incident Resolution commitment is meant to apply to the operational performance of the Licensed Software. Company acknowledges it has tested the Licensed Software and found the Licensed Software to meet Company’s expectations for accuracy and latency.
Company must deploy according to the following conditions or to similar guidelines for a high availability production environment:
1. Prior to deployment of a version of the Licensed Software, Company must have tested the Licensed Software under the expected load for the target production configuration for a minimum of 72 contiguous hours.
2. The production configuration must (i) be a high availability architecture where no two failures due to the Licensed Software failing will reduce capacity less than 100%, and (ii) must allow for a version rollback in less than 15 minutes.
When reporting an event, Company must provide the following details:

i. Software version
ii. Environment specification and system configuration
iii. Detailed description of the problem and the reproduction steps
iv. Log files related to the problem from external systems
v. Log files from the Licensed Software
vi. If the incident is related to an image and the image is personal data, Company must construct an equivalent image to demonstrate the problem or enable data sharing such that Mitek can view and test the image with Mitek tools on Company’s secure system
vii. Clear evidence that the root cause of the problem is due to a defect in the Licensed Software.