Version Date: August 13, 2021

THIS AURA BENEFITS PROGRAM CUSTOMER AGREEMENT (“**AGREEMENT**”) GOVERNS YOUR ACCESS AND USE OF AURA’S SERVICES (AS DEFINED BELOW). CAPITALIZED TERMS HAVE THE MEANINGS SET FORTH IN THIS AGREEMENT. THE “**EFFECTIVE DATE**” OF THIS AGREEMENT IS THE EARLIER OF THE DATE YOU (“**CUSTOMER**”) ENTER INTO THIS AGREEMENT AND THE DATE YOU FIRST ACCESS THE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING A GROUP APPLICATION FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING THE SERVICES, YOU AGREE TO THE TERMS OF THIS AGREEMENT. IF THE INDIVIDUAL ACCEPTING THIS AGREEMENT IS ACCEPTING ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, SUCH INDIVIDUAL REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES.

1. **Definitions**. In this Agreement:

“**Affiliate**” means, in relation to a party, an entity which, directly or indirectly, owns or controls, is owned or is controlled by or is under common ownership or control with that party, where “control” means the power to direct the management or affairs of an entity, and “ownership” means the beneficial ownership of 50% (or, if the applicable jurisdiction does not allow majority ownership, the maximum amount permitted under such law) or more of the voting equity securities or other equivalent voting interests of the entity.

“**Agreement**” means this Aura Benefits Program Customer Agreement.

“**Applicable Data Protection Laws**” means all data protection and privacy laws and regulations applicable to the processing of any personal information or data contained in the Customer Data.

“**Aura**” means Intersections Inc. d/b/a Aura, a Delaware corporation with its principal place of business at 2553 Dulles View Dr., Suite 400, Herndon, Virginia 20171 and its Affiliates.

“**Aura Marks**” means an Aura trademark, service mark, logo, or other mark or trade dress.

“**Aura Materials**” means visual interfaces, graphics, design, compilation, information, data, computer code (including source code and object code), products, software, services, marketing materials and all other elements of the Services.

“**Beta Service**” means a Service, or a feature of a Service, that is designated or presented to Customer as alpha, beta, experimental, pilot, limited release, developer preview, non-production, evaluation, provided prior to general commercial release, or similar.

“**CCPA**” means the California Consumer Privacy Act of 2018.

“**Customer**” means the entity entering into this Agreement and offering the Services to its employees, staff, members, or contractors.

“**Customer Data**” means data that Customer transmit to or through the Services or provides to Aura.

“**Group Application**” means any order form, group application or statement of work or similar document that Customer enters into with Aura that references or is made subject to this Agreement.

“**Personal Data**” has the meaning given to such term (or a substantively equivalent term such as personal information or personally identifiable information) under Applicable Data Protection Laws.

“**Sanctions and Export Control Laws**” means any law, regulation, statute, prohibition, or wider measure applicable to a party’s products, services, or to a party, relating to the adoption, application, implementation and enforcement of economic sanctions, export controls, trade embargoes, or similar restrictive measures. “Services” means the identity protection, privacy and device security services provided by Aura, from time to time.

“**Third Party Entity (TPE)**” means any third-party entity a Customer enters into an agreement with to perform certain services such as billing or employee benefits management.

“**Services**” means Aura’s identity protection, device protection and privacy services as may be offered by Aura from time to time.

“**USD**” means United States dollars.

“**Usage Data**” means any and all information reflecting the access or use of the Services by or on behalf of Users, including, but not limited to activity logs, device information and any statistical or other related analysis, information or data.

“**User**” means an employee, staff, member, contractor, or agent of Customer or Customer’s Affiliate that uses the Services.

“**User Account**” means an account assigned to a User that can be used to access the Services.

“**User Terms**” means the User Terms of Service related to a User Account available at <https://www.identityguard.com/legal/terms-of-use> or <https://www.aura.com/legal/service-terms>, as applicable (or any successor URLs).

1. **Aura Benefit Program.**
   1. **Provision of Services.** Aura will provide the Services as specified in a Group Application to the Users in accordance with this Agreement and upon their acceptance of the User Terms. Customer may offer and promote the Services to the Users.
   2. **Restrictions.** Unless otherwise expressly permitted in writing by Aura, Customer will not (and will not permit a User or third party to):
2. lease, sell, resell, or use for timesharing or service bureau purposes, the Services;
3. interfere with, disrupt, alter, or modify any Services, or create an undue burden on the Services or the networks or services connected to the Services;
4. engage in abusive or excessive usage of the Services (whether intentionally or unintentionally), which is usage significantly in excess of average usage patterns that adversely affects the speed, responsiveness, stability, availability or functionality of the Services;
5. use any framing techniques to enclose any Aura Mark or Aura Materials or use any meta tags or other “hidden text” using the Aura Marks;
6. introduce unauthorized software or automated agents or scripts into the Services so as to create multiple accounts, or generate automated searches, requests or queries;
7. use any method unauthorized by Aura (whether manual or automated) to extract or scrape data from the Services;
8. reverse engineer, decompile, disassemble or otherwise attempt to derive the source code, techniques, processes, algorithms, know-how or other information from the binary code portions of the Services by any means whatsoever, except to the extent this restriction is prohibited by law;
9. perform or publish any benchmark tests or analyses relating to the Services or otherwise leverage for any competitive purposes;
10. purchase, access, or use the Services for the purpose of building or improving a competitive product or service, or for any other directly competitive purpose;
11. probe, scan, or test for vulnerabilities in the Services or any other Aura system or network;
12. use the Services for any unlawful purposes or activities, or to facilitate unlawful activities;
13. use the Services to transmit any code, agents, software, or links to such materials (such as viruses, worms, Trojan horses, and malware) with the intent to do harm;
14. use the Services in a way that would subject Aura to any industry-specific regulations relating to Personal Data or specific types of sensitive data that Aura would not otherwise be generally subject to. For example, Customer may not use the Services to collect, process, store, or otherwise handle “protected health information” (as defined under HIPAA) in a manner that would subject Aura to HIPAA without entering into a separate business associate agreement with Aura that permits Customer to do so.
    1. **Voluntary User Program**. In the event the Customer has selected a Voluntary User Program (where Users are offered the Services and have an option to sign up and pay for the Services) in the Group Application, the following terms will apply:
15. Customer will offer all of Customer’s benefit eligible employees who have a Social Security Number and a U.S. mailing address, the plans and pricing outlined in the Group Application.
16. Customer will configure their benefit administration system, whether internal or via a TPE, to (i) present Users with all plans and pricing outlined in the Group Application as well as fulfill the authorization requirements from the Federal Credit Reporting Act outlined in Section 3.5 of this Agreement and (ii) to transmit enrollment information to Aura per Aura’s data specification requirements.
17. Enrollment subscription data will be transmitted no later than 14 days prior to the established go live date as defined in the Group Application. Aura will not be responsible for any delays in delivery of the Services if User Data is not provided in a timely fashion.
18. Customer will use commercially reasonable efforts to inform Users of the Services and encourage them to enroll in the Services. To help facilitate this process, Aura will provide Aura Materials to the Customer to communicate the value and benefits of the Services.
19. Each User that elects to enroll in the Services will have fees deducted by the Customer either from their paycheck or through other mechanisms. Customer is responsible for managing all payroll deduction activities whether performed by Customer or via a TPE. Aura will bill Customer or TPE, as directed, based on the number of enrolled Users at each billing cycle.
    1. **Customer Paid Program**. In the event the Customer has selected a Customer Paid Program (where Customer pays for the Services to be provided to the Users) in the Group Application, the following terms will apply:
20. Customer will provide a data file in accordance with Aura’s data specification requirements containing all Users eligible to enroll in the Services (“**Loaded Users**”).
21. Unless directed otherwise by Customer, Aura will provide a website for Users to select the Services in which they wish to enroll. If User selects a plan for the Services other than Services being offered as part of the Customer Paid Program, Aura will allow the User to subscribe to the Services they select via credit card or other available payment options.
22. Aura will bill Customer or TPE, as directed, based on the number of Loaded Users at each billing cycle.
23. Customer will use commercially reasonable efforts to inform Users of the Services and encourage them to enroll in the Services. To help facilitate this process, Aura will provide Aura Materials to the Customer to communicate the value and benefits of the Services.
    1. **User Direct Enrollment Program**. In a User Direct Enrollment Program (where User enrolls directly), Aura provides a website to Customer whereby Users can directly enroll in the Services via credit card purchases or other available payment options. Users will be directly charged for the Services at pricing outlined in the Group Application with Customer.

1. Customer will use commercially reasonable efforts to inform Users of the Services and encourage them to enroll in the Services. To help facilitate this process, Aura will provide Aura Materials to the Customer to communicate the value and benefits of the Services.
2. **Onboarding and Enrollment**.
   1. **Enrollment**. The Services are available to Users who have a Social Security Number, valid U.S. mailing address and are at least 18 years of age. All Services are offered and serviced online only. Each User and each family member of the User who is eligible and elects to enroll, must provide Aura, an applicable TPE or their Customer with the authorization to enroll, and obtain information about the User or family member as necessary to provide the Services. To have access to certain information, the User and any family member who enrolls must meet the authentication requirements necessary to verify the identity of the User or family member (as applicable) and match the identity of the individual for which Aura retrieved Service information (the “Aura Requirements”). A User who enrolls and meets the Aura Requirements (each and collectively “User(s)”) will be enrolled in the Service. Each family member of the User who enrolls and meets the Aura Requirements (each and collectively “Family Member User(s)”) will be enrolled in the Service. Customer shall direct all inquiries about the Service from a User to Aura.

* 1. **Marketing Materials**. Aura will provide approved marketing materials to Customer for marketing the Services. Customer may not create, display or distribute any materials regarding or referencing Aura or the Services, without prior written or email approval from Aura. In the event there are any additional costs for developing any materials regarding or referencing Aura or the Services, specifically but not limited to the promotion of the Services to Users, such costs will be set forth in the Group Application.
  2. **Third Party Entity**: Should Customer enter into an agreement with a TPE, which involves sharing of information about Customer or its Users with such TPE, Customer will notify Aura of their use of such TPE and also authorizes Aura to provide data to and receive data from TPE, including but not limited to Personally Identifiable Information (PII). Customer and TPE shall ensure that such information is transmitted securely to Aura. Customer shall be liable for any acts or omissions of the TPE who acts on behalf of the Customer under this Agreement.
  3. **Onboarding**. Customer acknowledges that it must undertake certain steps for the Services to be provided correctly and timely, including, without limitation, providing data in a proper format and cooperating with data validation and testing procedures. Customer agrees to fully cooperate with Aura in onboarding the Services. Aura shall have no liability with regard to any errors that result from Customer’s failure to timely provide or update data accurately and completely and in the format required by Aura.
  4. **Federal Credit Reporting Act (FCRA) Requirements**: FCRA regulations require that a User provide authorization to Aura to access and monitor a User’s credit file. In scenarios where the point of enrollment is controlled by the Customer, the Customer must obtain the authorization from the User and is required to retain the record of authorization for as long as the User is enrolled in the Service. Should an audit of Aura’s Services offerings require Aura to provide proof of authorization, Customer agrees to cooperate with Aura to provide such authorization.

1. **Payment Terms and Fees.** 
   1. **Fees**. Customer will pay to Aura all Fees when due. All Fees are billed in advance on the first of the month when the Services are offered. Should a Service be launched during a month, Fees will be prorated as defined for each program. Except as otherwise specified in this Agreement or prohibited by applicable law, payment obligations are non-cancelable, and Fees paid are not refundable. Except as otherwise set forth in Group Application, each party is responsible for its own expenses.
   2. **Payment Terms**. Payment terms are typically specified on the Group Application. If not otherwise specified on a Group Application, the following payment terms will apply:
2. all monetary amounts on a Group Application are denominated in USD;
3. all Fees will be paid by Customer in USD;
4. invoices are due within 30 days of the invoice date; and
5. if Customer’s billing method is by invoice, Fees will be invoiced in full by Aura upon execution of the applicable Group Application (including for multi-year subscriptions) and upon renewal.
   1. **Overdue Payments**. All past due payments, except to the extent reasonably disputed, will accrue interest at the highest rate allowed under applicable law but in no event more than 1.0% per month. Payments not received within sixty (60) days of the invoice date will be subject to suspension or cancellation of the Services, at the discretion of Aura, until payments are received.
   2. **Purchase Orders**. If Customer issues to Aura a Purchase Order upon entering into a Group Application, any such Purchase Order is for Customer’s internal purposes only, and any terms in such Purchase Order are rejected by Aura, do not amend this Agreement, and have no effect. If Customer requests Aura to reference a Purchase Order number on an Aura invoice, such reference is included for administrative convenience only.
   3. **Price Changes**. Aura may change the Fees that Aura charges for any Services that automatically renew by giving Customer at least 30 days’ prior written notice of such changes, provided that any such changes will not take effect earlier than the next renewal date for the applicable Service.
   4. **Taxes**. Unless otherwise stated, Aura’s Fees do not include any taxes, levies or duties of any nature, including value-added, sales, use, or withholding taxes, or similar government fees or taxes assessable in any jurisdiction (collectively, “Taxes”). Customer is responsible for paying any Taxes associated with Customer’s purchases under this Agreement, except for those assessable against Aura based on Aura’s income, property, or employees. If Aura has the legal obligation to pay or collect Taxes for which Customer is responsible under this Agreement, Aura will invoice Customer and Customer will pay that amount unless Customer provides Aura with a valid Tax Exemption Certificate authorized by the appropriate taxing authority.
   5. **Withholding Tax**. Taxes will not be deducted from payments to Aura, except as required by applicable law, in which case Customer will increase the amount payable as necessary so that, after making all required deductions and withholdings, Aura receives and retains (free from any liability for Taxes) an amount equal to the amount it would have received had no such deductions or withholdings been made. Upon Aura’s request, Customer will provide to Aura its proof of withholding tax remittance to the respective tax authority.
   6. **Card Payments**. If Customer or User provides Aura with credit or debit card (“Payment Card”) details for the payment of Fees, Customer: (a) represents that it is authorized to use such Payment Card; (b) authorizes Aura to charge such Payment Card on a periodic basis for the Fees when due, including upon sign up for paid Services and upon renewal; (c) agrees to keep its Payment Card details valid and current; and (d) agrees to pay any processing fees that are charged by third-party payment processors or Payment Card issuers. If Customer’s Payment Card is declined when Aura attempts to charge it, Aura may try to charge it again at a later time. If Aura does not receive payment, Aura may suspend or terminate Customer’s Services.
6. **Free Trials and Beta Services**
   1. **Free Trials**. If Customer receives a free trial of the Services (including participating in a free proof of concept), Customer or its Users may only use those Services for the duration of that trial for the purpose of evaluating the desirability of purchasing the Services. Unless otherwise specified in a Group Application, either party may cancel a free trial before it ends by providing written notice to the other.
   2. **Beta Services**. If Customer chooses to receive Beta Services, Customer agrees to comply with any written requirements provided by Aura regarding those Beta Services. Beta Services are provided for Customer's internal testing and evaluation purposes only and are not intended for use in production environments, with sensitive data, or as mission critical systems. Customer acknowledges and agrees that: (a) Beta Services are not ready for commercial release, may not operate properly, and may contain errors; (b) Aura is under no obligation to release a commercial version of the Beta Services and may unilaterally abandon development of Beta Services without liability to Customer; and (c) that Customer uses Beta Services at its own risk. Customer is solely responsible for maintaining and protecting all data and information that is processed by Beta Services. Customer will be responsible for all costs and expenses required to backup and restore any data and information that is lost or corrupted as a result of Customer’s use of the Beta Services.
7. **Intellectual Property** 
   1. **Aura Intellectual Property**. As between Customer and Aura, Aura retains ownership of the Services, the Aura Marks, Aura Materials, and all intellectual property rights and other proprietary rights related to them. No licenses or rights are granted to Customer by Aura other than as expressly provided for in this Agreement. Customer may not remove or alter any copyright, trademark or other notices or proprietary markings appearing within the Services provided to Customer. Except as permitted by any brand and trademark use policies or rules that Aura publishes, this Agreement does not grant Customer any right to use any Aura Mark or brand element.
   2. **Customer Data**. Customer warrants that Customer has all necessary rights to provide Customer Data to Aura and that Customer Data, and its use by Aura in connection with providing the Services, will not violate the rights of any third party or any applicable laws. Customer acknowledges that Customer is solely responsible for the quality, completeness and accuracy of the Customer Data provided by or behalf of the Customer. Customer will notify Aura in advance of any and all changes or modifications in format or type regarding Customer’s Data. By providing Customer Data to Aura, Customer confirms that it permits Aura to communicate with User through use of the Customer Data, but solely for the purpose of providing the Services.
   3. **Usage Data**. Aura may collect and use Usage Data to provide, maintain, support, and improve its products and services. Aura may not share with a third party any Usage Data that includes Customer Confidential Information, except: (a) in accordance with Section 8 (Confidentiality); or (b) to the extent Usage Data is anonymized such that Customer and Users cannot be identified. Aura may use depersonalized data to perform analytics, modeling, and/or demographic studies. Depersonalized data shall not include any information that individually, or collectively, could be used to specifically identify either Customer or Customer’s Users.
   4. **Publicity**. Customer allows Aura to identify Customer as an Aura customer by its name, logo and/or other type of mark on the Aura website and other marketing materials. Any goodwill arising from the use of Customer’s name and marks by Aura will inure to Customer’s benefit.
   5. **Feedback**. If Customer or Users provide Aura with any feedback about Aura’s products and services, Aura may use that feedback and incorporate it into its products and services without any obligation to Customer.
8. **Privacy and Security**
   1. **Customer Privacy Obligations**. Customer represents and warrants that it is entitled to transfer Customer Data to Aura for the purpose of Aura processing any Personal Data contained in the Customer Data in accordance with this Agreement. Customer will ensure that any relevant data subjects have been informed of such processing to the extent required by Applicable Data Protection Laws.
   2. Aura Privacy Obligations. Where Aura is processing “Personal Information” (as defined by the CCPA) for Customer and in connection with California consumers, the parties agree that Aura is a “Service Provider” and Customer is a “Business” (as each term is defined by the CCPA). As Customer’s Service Provider, Aura will: (a) process such Personal Information solely to fulfill its obligations to Customer under this Agreement and for “business purposes” (as that term is defined by the CCPA); (b) cooperate as reasonably requested by Customer, at Customer’s expense, to enable Customer to comply with the CCPA with respect to responding to verifiable consumer requests to delete or access Personal Information processed by Aura in providing the Services; and (c) not sell or otherwise disclose Personal Information for a commercial purpose. Aura will take necessary measures as required to comply with any other Applicable Data Protection Laws.
   3. **Security**. Aura will maintain appropriate administrative, physical, technical, and organizational measures designed to protect against unauthorized or unlawful processing, and accidental loss of and damage to Customer Data. At reasonable intervals, Aura will evaluate the effectiveness of such administrative, physical, technical, and organizational measures. Customer acknowledges that Aura cannot guarantee that Customer Data will always be completely secure or that unauthorized third parties will never be able to defeat Aura’s security measures.
9. **Confidentiality**
   1. **Definitions**. “Confidential Information” means any information disclosed by a party (“Discloser”) to the other party (“Recipient”) in connection with this Agreement that is either designated by Discloser as confidential at the time of disclosure or would reasonably be understood by Recipient to be confidential given the nature of the information and the circumstances under which it was disclosed. Confidential Information is deemed to include, where Customer is the Discloser, Customer Data and, where Aura is the Discloser, the Services, and the terms of this Agreement. Notwithstanding the foregoing, Discloser’s Confidential Information does not include:
10. information already known or independently developed by Recipient without access to Discloser’s Confidential Information;
11. information that is publicly available through no breach of this Agreement by Recipient; or
12. information received by Recipient from a third party who was free to disclose it without confidentiality obligations.
    1. **Confidentiality Obligations**. Recipient agrees that it will:
13. use commercially reasonable efforts to protect Discloser’s Confidential Information, which efforts will, in any event, be at least as stringent as the measures that Recipient takes to protect its own Confidential Information of a similar type and importance;
14. not use Discloser’s Confidential Information for any purpose outside the scope of this Agreement;
15. not disclose Discloser’s Confidential Information to any third party, except to Recipient and its Affiliates’ personnel and contractors who need that access for purposes consistent with this Agreement and that have entered into written agreements (or are otherwise bound by legal obligations) no less protective of such Confidential Information than this Agreement, and to such other recipients as the Discloser may approve in writing; and
16. not alter or remove from any of Discloser’s Confidential Information any proprietary legend.
    1. **Exceptions to Confidentiality**. Notwithstanding Section 8.2 (Confidentiality Obligations), Recipient may disclose Discloser’s Confidential Information to the extent that such disclosure is required by applicable law or by the order of a court or similar judicial or administrative body, provided that, except to the extent prohibited by law, the Recipient promptly notifies the Discloser in writing of such required disclosure and cooperates with the Discloser to seek an appropriate protective order.
17. **Trade Sanctions and Export Control**
    1. **Trade Sanctions.** Customer or User may not use the Services if Customer or any party that owns or controls or is owned or controlled by Customer, is: (a) ordinarily resident in, located in, or organized under the laws of any country or region subject to economic or financial sanctions or trade embargoes imposed, administered, or enforced by the European Union, the United Kingdom, Switzerland, or the United States; or (b) an individual or entity on the Consolidated List of Persons, Groups, and Entities Subject to European Union Financial Sanctions; the U.S. Department of the Treasury’s List of Specially Designated Nationals and Blocked Persons or Foreign Sanctions Evaders List; the U.S. Department of Commerce’s Denied Persons List or Entity List; or any other sanctions or restricted persons lists maintained by the European Union, the United Kingdom, or the United States. Customer will ensure that Users do not use the Services in violation of any economic or financial sanctions or trade embargoes, and that Customer does not provide access to the Services to persons or entities on the lists specified above.
    2. **Export Control**. Customer agrees not to directly or indirectly export, re-export or import all or any portion of the Services without first obtaining all required licenses, permits and permissions. Aura makes no representation or warranty that the Services may be exported without Customer first obtaining appropriate licenses or permits under applicable laws, or that any such license or permit has been, will be, or can be obtained.
18. **Term and Termination**
    1. **Term**. This Agreement starts on the Effective Date and continues for an initial period of 12 months from the Billing start date or Site Launch Date, as set forth in Group Application (the “Initial **Term**”). Aura may upon written notice to Customer, terminate this Agreement or modify, suspend or terminate any provision of the Agreement to the extent reasonably necessary to comply with any applicable law, regulation, government agency ruling or directive applicable to the Service, or requirement of any of its suppliers, including but not limited to any third party that supplies data used in connection with the Services. After completion of the Initial Term, this Agreement will automatically renew for successive one-year terms as long as neither party has provided notice to the other party for non-renewal at least sixty days prior to the impending renewal of the Agreement.
    2. **Termination for Cause**. A party may terminate this Agreement, any subscription, or any Group Application for cause upon written notice:
19. if 30 days have elapsed following written notice to the other party of its material breach of this Agreement (including a failure to timely pay Fees) and such breach remains uncured at the end of such 30 day period; or
20. if the other party ceases its business operations or becomes the subject of a petition in bankruptcy or any other proceeding relating to winding up, insolvency, receivership, administration, liquidation, examinership, assignment for the benefit of creditors, or other similar process.
    1. **Consequences of Termination**.
21. Any Termination. Upon termination of this Agreement, a Group Application, or a subscription, depending on the type of the Services, (i) Customer will remain liable to pay any Fees accrued for the applicable terminated Services prior to the effective date of termination; (ii) all licenses granted by Aura to offer the Services immediately expire (iii) Aura shall terminate the Services for any Users who are billed via payroll deduction or Customer paid; however, Aura will continue to collect the Fees for any Users who remain enrolled after termination of this Agreement. Aura will notify the Users of the termination and provide the Users an option to enroll in the Services. If the User elects to enroll in the Services directly, any such relationship between the User and Aura shall be governed by Aura’s then standard terms of service and not this Agreement.
22. Termination for Breach. If this Agreement, a Group Application, or a subscription is terminated by Customer due to Aura’s material breach, Aura will refund to Customer any unused Fees that Customer has prepaid for the applicable terminated Services. If this Agreement, a Group Application, or a subscription is terminated by Aura due to Customer’s material breach, Customer will pay any unpaid fees covering the remainder of the Subscription Term of the applicable terminated Services, had they not been terminated for material breach.
    1. **Survival**. The following Sections will survive termination of this Agreement: 2.2 (Restrictions), 4 (Payment Terms and Fees), 6.3 (Usage Data), 6.4 (Publicity), 6.5 (Feedback), and 8 (Confidentiality) to 15 (Miscellaneous).
23. **Indemnification.** 
    1. **By Aura**. Aura will defend Customer against any third party claim alleging that the Services, when used in accordance with this Agreement, infringes any intellectual property right of such third party (a “Claim Against Customer”), and will indemnify and hold harmless Customer from and against any costs (including reasonable attorneys’ fees) and damages finally awarded against Customer or agreed in a settlement approved by Aura resulting from such Claim Against Customer. However, in no event will Aura have any obligation or liability under this Section 11.1 to the extent arising from: (a) any use of the Services not in accordance with this Agreement or its official documentation; (b) any use of the Services in combination with third party products or services not supplied by Aura; (c) any unauthorized modification of the Services other than by Aura or its authorized agents; (d) any Customer Data; or (e) Beta Services or any Services for which there is no fee or charge.
    2. **Potential Infringement**. If Aura believes that any portion of a paid Service may infringe or may be alleged to infringe a third party’s intellectual property rights, then Aura may, at its option: (a) procure the right for Customer to continue using that Services; (b) replace that Service with a non-infringing Service that does not materially impair the functionality of that Service; (c) modify that Service so that it becomes non-infringing; or (d) terminate that Service and refund any prepaid subscription Fees and, upon such termination, Customer and its Users will immediately cease all use of the Services.
    3. **By Customer**. Customer will defend Aura, its Affiliates, officers, directors and agents against any third party claim arising from or relating to any Customer Data, breach of Customer’s obligations under Section 3.5 (FCRA Requirements), actions of any TPE acting on behalf of the Customer or any claim arising from the offering of the Services by Customer or its any designated third party (except Aura) to Users and their family members in a manner that is not in compliance with this Agreement (a “Claim Against Aura”) and will indemnify and hold harmless Aura from and against any costs (including reasonable attorneys’ fees), liability, and damages awarded against Aura or agreed in a settlement approved by Customer resulting from such Claim Against Aura.
    4. **Indemnity Procedures**. A party seeking indemnification under this Agreement will promptly notify the other party of the claim and reasonably cooperate with the other party (to the extent applicable) in defending the claim. If permitted by applicable law, the indemnifying party will have full control and authority over the defense, except that: (a) any settlement requiring the indemnified party to admit liability, perform any act, or to pay any money will require that indemnified party’s prior written consent (such consent not to be unreasonably withheld or delayed); and (b) the indemnified party may join in the defense with its own counsel at its own expense. The provisions of this Section 11 (Indemnification) state Aura’s entire liability and constitute the other party’s sole and exclusive financial remedy for any indemnification claims. Notwithstanding the foregoing, nothing in this Agreement will prevent either party from seeking injunctive relief with respect to a violation of intellectual property rights, confidentiality obligations, or enforcement or recognition of any award or order in any appropriate jurisdiction.
24. **Representation and Disclaimers**
    1. **Representation**. Each party represents and warrants that it has full power and authority to enter into this Agreement.
    2. **Legal Compliance**. Customer will comply with all applicable laws and regulations in performing its obligations under this Agreement.
    3. **Disclaimer**. Except as expressly provided in this Agreement and to the extent permitted by applicable law, Aura or its licensors make no warranties of any kind, whether express, implied, statutory or otherwise, including those of merchantability, fitness for a particular purpose, and non-infringement. Except as expressly provided in this Agreement, Aura provides the Services on an “as is” and “as available” basis, and makes no representations regarding the availability, reliability, quality, or accuracy of the Services, or regarding any Customer Data.
25. **Limitations of Liability**
    1. **Liability Exclusions**. To the maximum extent permitted by applicable law, in no event will either party or its Affiliates be liable to the other party under or in connection with this Agreement for: (a) any indirect, consequential, special, incidental, punitive or exemplary damages, under any theory of law, including tort; or (b) loss of or damage to: (i) business, (ii) savings, (iii) revenues, or (iv) profits (in each case whether direct or indirect), even if the party knew or should have known that such damages were possible, and even if a remedy fails of its essential purpose.
    2. **Liability Limitations**. To the maximum extent permitted by applicable law, in no event shall the aggregate liability of Aura, its Affiliates and licensors to Customer for all claims arising out of or related to this Agreement exceed the total amount paid to Aura under the applicable Group Application to which such liability relates for the Services in the 12 month period preceding the incident from which the liability arose.
    3. **Free and Beta Services**. Notwithstanding anything to the contrary in this Agreement, any liability of Aura and its Affiliates to Customer relating to any Services provided during a free trial period, free Services, or Beta Services, shall be limited to USD $100.
    4. **Basis of the Bargain**. The limitations in this Section 13 (Limitations of Liability) apply regardless of the form of action or theory of liability, whether in contract, tort, strict liability or otherwise, and will apply even if any limited remedy is specified in this Agreement is found to have failed of its essential purpose. Customer acknowledges and agrees that Aura has offered the Services, set its prices, and entered into this Agreement in reliance upon the warranty disclaimers and the limitations of liability set forth herein, that the warranty disclaimers and the limitations of liability set forth herein reflect a reasonable and fair allocation of risk between Customer and Aura, and that the warranty disclaimers and the limitations of liability set forth herein form an essential basis of the bargain between Customer and Aura.
26. **Governing Law and Jurisdiction.** This Agreement shall be governed by and be construed in accordance with the laws of the Commonwealth of Virginia. The parties’ consent to the exclusive jurisdiction in the state or federal courts in the Commonwealth of Virginia with respect to any dispute arising under the Agreement. This Agreement shall be binding upon and ensure to the benefit of the parties and their respective successors and assigns. Neither party is liable for delays and failures in performing under this Agreement that result from any cause beyond the reasonable direct control of the party.
27. **Miscellaneous**
    1. **Anti-Corruption**. Customer agrees that Customer and its Affiliates have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Aura employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learns of any violation of the above restriction, Customer will use reasonable efforts to promptly notify Aura.
    2. **Counterparts**. This Agreement and any Group Application may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will comprise a single instrument.
    3. **Entire Agreement**. This Agreement (including any documents incorporated herein by reference and any Group Application) constitutes the entire agreement between Customer and Aura concerning its subject matter, and it supersedes any other prior or contemporaneous agreements or terms, written or oral. Any terms or conditions appearing on a purchase order, vendor web portal, vendor onboarding form, or similar document issued by Customer do not apply to the Services, do not override or form a part of this Agreement, and are void.
    4. **Force Majeure**. Neither party will be liable for inadequate performance to the extent caused by events beyond the reasonable control of that party, including denial-of-service attacks, systemic electrical, telecommunications or other utility failures, embargoes, strikes, riots, pandemics, epidemics, natural disasters, acts of God, war, terrorism, and governmental action.
    5. **Interpretation**. This Agreement was prepared and written in English. Any non-English translations of this Agreement which may be made available are provided for convenience only and are not valid or legally binding. The use of section headings in this Agreement is for convenience only and will not have any impact on the interpretation of particular provisions. The use of the words "includes," "including," "such as," "for example," and similar terms are deemed not to limit what else might be included. Customer agrees that its execution of this Agreement is not contingent on the delivery of any future functionality or features, or dependent on any oral or written comments made by Aura regarding future functionality or features.
    6. **Notices**. All notices must be in writing and will be deemed given when: (a) personally delivered; (b) verified by written receipt, if sent by postal mail with verification of receipt service or courier; (c) received, if sent by postal mail without verification of receipt; or (d) verified by automated receipt or electronic logs if sent by email, provided that no bounce or other technical error message was received in response. All notices or reports permitted or required under this Agreement shall be in writing and shall be delivered by personal delivery, electronic mail to [legalnotices@aura.com](mailto:legalnotices@aura.com), or by certified/registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the Customer at the address set forth in the Group Application and to Aura at the address set forth at the beginning of this Agreement or such other address as either party may specify in writing. Email is insufficient for providing non-routine legal notices such as indemnification claims, breach notices, and termination notices (“Non-Routine Notices”) to Aura.
       1. Customer may grant approvals, permission, waiver, extensions and consents by email. Customer consents to receiving certain electronic communications from Aura in connection with Customer’s use of the Services. Customer agrees that any notices or other communications sent to Customer electronically will satisfy any legal notice requirements. Billing-related notices (including notices of overdue payments) may be sent to the relevant billing contact designated by Customer. Notices to Users may be sent to the email address associated with that User’s account. Customer and Users must keep contact details associated with User accounts and billing contacts current and accurate, and Customer will notify Aura in writing of any changes to such details.
    7. **Precedence**. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Group Application, and (2) the remainder of this Agreement. This Agreement does not apply to the parties if the parties have entered into a separate agreement that expressly excludes the applicability of these online terms.
    8. **Relationship**. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
    9. **Severability**. If any provision of this Agreement is held to be unlawful, void, or for any reason unenforceable, then that provision will be limited or eliminated from this Agreement to the minimum extent necessary and will not affect the validity and enforceability of any remaining provisions.
    10. **Third Party Beneficiaries**. There are no third party beneficiaries to this Agreement.
    11. **Updates**. Aura may make changes to this Agreement at any time for a variety of reasons, such as to reflect changes in applicable law or to account for new Services or functionality. If a revision materially and adversely alters Customer’s rights as determined by Aura in its sole discretion, Aura will use reasonable efforts to notify Customer in advance of the change becoming effective, including by sending a notification to the e-mail address(es) associated with Customer’s account. The most current version of this Agreement for the Services will be posted on the Aura website. Changes will be effective no sooner than the day they are publicly posted. If Customer does not wish to agree to any changes made to this Agreement, Customer should stop using the Services, because by continuing to use the Services after the date the changes become effective, Customer indicates its agreement to be bound by the updated Agreement.
    12. **Waiver**. A party’s failure or delay to enforce a provision under this Agreement is not a waiver of its right to do so later. Any waiver of any provision of this Agreement will be effective only if in writing and, in the case of a waiver by Aura, signed by Aura. Any cause of action arising out of or related to the Services by the Customer against Aura must commence within 1 year after the cause of action accrues.
28. **U.S. Government Customers**

If Customer is a U.S. government entity or if this Agreement otherwise becomes subject to the Federal Acquisition Regulations (FAR), Customer acknowledges that elements of the Services constitute software and documentation and are provided as “Commercial Items” as defined in 48 C.F.R. 2.101 and are being licensed to U.S. government Customer as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101, 12.211 and 12.212. If acquired by or on behalf of any agency within the Department of Defense ("DOD"), the U.S. Government acquires this commercial computer software and/or commercial computer software documentation subject to the terms of this Agreement as specified in 48 C.F.R. 227.7202-3 of the DOD FAR Supplement ("DFARS") and its successors. This Section is in lieu of, and supersedes, any other FAR, DFARS, or other clause or provision that addresses government rights in computer software or technical data.