

MASTER SERVICE AGREEMENT

THIS MASTER SERVICE AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF FINTECH AUTOMATION, LLC ("FTA") PURCHASED SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

BY ACCEPTING THIS AGREEMENT, BY (1) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (2) EXECUTING A STATEMENT OF WORK ("SOW") THAT REFERENCES 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

"AccelerationCloud™" means a Proprietary Technology API Management tool developed by Acceleration Cloud, LLC.

"Acceleration Cloud" means Acceleration Cloud, LLC an Affiliate of FinTech Automation, LLC

"Account Agreement" means, any agreement, including any Card Agreement, governing the terms and use of a Customer Account or a Card and all related disclosures as may be required by Applicable Law or deemed necessary by FTA.

"Account Statement" means a summary of Customer User(s) or Customer Client User(s) Account transactions for an account cycle, which shall be generated by Customer, including, as applicable, debits and credits, interest earned or paid, fees assessed, charged or paid and any other information required by Applicable Law or as determined by FTA.

"Account Terms and Conditions" means the terms and conditions applicable to each Customer Account and Debit Card Agreement agreed to by each Customer and Customer Client User(s).

"ACH" means Automated Clearing House.

"Affiliate" means, with respect to any Person, any other Person that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such Person.

"Agreement" means this Master Service Agreement.

"Aggregated Data" means User(s) Data and usage information from which all direct and known indirect identifiers have been removed, and on which technical, organizational and legal controls prevent employees, researchers or other third parties from re-identifying individuals. Aggregated Data therefore meets the standard of "protected de-identified," and therefore no longer constitutes Customer Data.

"Allowance" means amounts and levels of the Services to be permitted to be used by Customer.

"AML" means anti-money laundering.

"API Management" means the process of creating, publishing, and managing API connections within an enterprise and multi-cloud setting.

"Applicable Law" means, as applicable to the Parties or any other Person in connection with this Agreement, any law (including common law), ordinance, statute, treaty, rule, Order, regulation, official directive, Supervisory Objection, consent, approval, opinion, interpretation, regulatory guidance, authorization or other determination or finding of any Governmental Body, applicable to or binding upon such Person or to which such Person is subject, whether federal, state, county, local, foreign or otherwise, as may be amended and in effect from time to time, including but not limited to the Gramm Leach Bliley Act of 1999 (the "GLB Act") and the applicable regulations promulgated thereunder by the federal regulators of financial institutions (the "GLB Regulations"), the Bank Secrecy Act, the USA PATRIOT Act, federal consumer protection laws, and state data security and privacy laws, as well as Network Rules

"Application" means a web based computer program and/or applications written for iOS, Android, and such other platforms (collectively, "Applications").

"Application Programming Interface" or "API" means a set of programming codes that queries data, parse responses, and sends instructions between one software platform and another.

"Application Services" means (i) developing, making available, or operating, in whole or in part, one or more Websites or Application or (ii) providing support and other ancillary services to Customers in connection with their use of Websites and the Application.

"Authorized User(s)" or "User(s)" means, in the case of an individual accepting these terms on his or her own behalf, such individual, or, in the case of an individual accepting this Agreement on behalf of a company or other legal entity, an individual who is authorized by Customer to use Purchased Services. User(s) may include but not limited to employees, consultants, contractors and agents of Customer, and third parties including Customer Client and Customer Client's customers.

"Banking as-a-Service" or "BaaS" means offering banking products and services through third-party distributors using APIs.

"Card Agreement" or "Charge Card Agreement" or "Bankcard Agreement" means a legal document between a credit or debit card

company and an User that sets the terms for the credit or debit card being offered to the User.

“Change in Control” means, with respect to an entity, (1) a reorganization, merger, consolidation, sale of all or substantially all of the assets of, or other corporate transaction involving, such entity (a “Transaction”), in each case, with respect to which those stockholders of the entity immediately prior to such Transaction do not, immediately after the Transaction, own more than fifty percent (50%) of the combined voting power of the entity or the other corporation resulting from such Transaction.

“Change Order” means a new Statement of Work or Order Form for any significant modification to the Scope of Work agreed upon in the SOW or Order Form.

“Communication(s)” means oral or written communication (by electronic transmission or otherwise).

“Consultancy Fee(s)” means rate per hour or daily charges and expenses for Consultancy Services. FTA’s standard hourly rates or standard fees on its current fee schedule shall apply, such standard hourly rates may be amended by FTA from time to time, or which may otherwise be set out in a Statement of Work or Order Form.

“Consultancy Service(s)” means but not limited to FTA’s time spent for training, consulting, Data Normalization, Digitization, custom development of applications, Workflow, Workflow Automation, robotic process automation, digital process automation, implementation and customization of FTA Technology and Third-Party Applications, and integration with Non-FTA Application onto the Platform.

“Content” means text and media obtained from publicly available sources, Customer, or its third-party content providers and made available to Customer on the Platform.

“Contract Period” means 12-month period starting on the date of the SOW or Order Form. If no contract period is specified or there is no SOW or Order Form, the contract period will begin on the first day Customer is provided access to the Services on the Platform. If no renewal date is specified it will automatically renew unless Customer sends written notification of termination within 90 days before the end of the Contract Period.

“Control” means, with respect to a Person, the power to direct, or cause the direction of, the management and policies of the Person, whether through ownership of voting securities, by contract or otherwise; provided, that the power to direct the voting of securities representing 50.1% or more of an entity’s voting power shall always be deemed to constitute “Control”.

“Cost(s)” includes but are not limited to, administrative and clerical expenses, the cost of legal services, whether performed by in-house counsel or private counsel, the costs of services by accountants, consultants, or other retained by FTA to assist it, the cost of hours for its employees, officers and directors or consultants for time spent during and after a request for research to provide documentation or information with regards to any federal, local or foreign government or other regulatory request, judicial or administrative proceeding and any costs incurred which bear direct relationship to such request for research including copying costs and or cost for IT technicians to produce such information.

“Credit Account” means an account for a Customer that (i) involves an extension of credit to such Customer, whether in connection with a credit card, other revolving line of credit, closed-end credit (such as a mortgage or installment loan), or any other form of credit.

“Customer” means a client of FTA and in the case of an individual accepting this Agreement on his or her own behalf, such individual, or in the case of an individual accepting this Agreement on behalf of a company or other legal entity, the company or other legal entity for which such individual is accepting this Agreement, and Affiliates of that company or entity (for so long as they remain Affiliates) which have entered into Order Forms or SOWs or receiving Purchased Services under this MSA.

“Customer Client” means an entity or an individual who is contracted with Customer to transact business utilizing Customer’s Purchased Services and is an Authorized User(s).

“Customer Client Site” means the Customer Client Website or Application.

“Customer Data” means any electronic data, materials, data and information that Authorized Users enter into the Solution or that Customer derives from its use of and stores in the Solution. Customer Data and its derivatives will not include FTA’s Confidential Information.

“Customer Site” means the Customer Website or mobile application as defined in the Order Form or Statement of Work

“Data Normalization” means the method in which data attributes are structured to improve the cohesion of the types of entities within a data model, to minimize data duplication.

“Data Source” means a third-party information source where a User(s) holds a financial account or other personal information from which Customer and Customer Client’s Authorized User(s) retrieve data with Open Banking API or directly from but not limited to bank, broker, lender, or other financial services provider and stored in Infrastructure and accessible on Platform.

“Delivery Date” means the date the Purchased Service(s) begins.

“Digitization” means the process of converting information of any form into a digital format that can be understood by computer systems or electronic devices.

“Fee(s)” means obligation by Customer to pay for Purchased Services, Costs, and Travel Expenses that are attributable to Customer under the SOW, Order Form, or MSA for the completion of the Project, Additional Services, and continued access to Services on the Platform.

“Force Majeure” means circumstances beyond a Party’s reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving the Parties’ employees), equipment (including Third-Party Applications) failure, interest service provider failures or delays, or denial of service attacks.

“FTA” means the FinTech Automation, LLC and its Affiliate.

“FTA Entities” means (i) FinTech Automation, LLC, its Affiliate, and any company or entity including joint venture in which it holds fifty percent (50%) or more of the shares or voting power of and (ii) the officers, employees and contractors of the entities referred to in (i) above.

“FTA Technology” means all Proprietary Technology on the Platform and delivered to Customer as part of Solution and Services.

“GAAP” means, as of a particular time, generally accepted accounting principles as in effect in the United States as of such time.

“Governmental Body” means any government or governmental or regulatory body thereof, or political subdivision thereof, whether foreign, federal, state or local, or any self-regulatory organization, agency, instrumentality or authority, or any court or arbitrator (public or private).

“Intellectual Property Right(s)” means patents, trademarks, service marks, registered designs, applications for any of those rights, trade and business names, unregistered trademarks and service marks, copyrights, know-how, database rights, rights in designs and inventions and all other rights of the same or similar effect or nature, including all renewals, applications and registrations (and the right to apply for registration) relating to any of the foregoing.

“Infrastructure” means virtual or physical servers on premises of FTA or with a third party hosting service provider chosen by FTA, where IT systems, devices and components are installed covering stabilized power, cooling, network and space. Customer Solution and access to Services uptime will not be the responsibility of FTA.

“Integrated Service” means the API service Customer provides to Customer Client and Authorized User(s) through integration with Platform and AccelerationCloud™ subject to MSA and the Acceleration Cloud Terms and Services Agreement.

“Integrated Service Page (Site)” means all pages on the Customer Client Site on which the Integrated Service is displayed or made available to use by User(s).

“KYC” means a well-defined customer identification program and customer due diligence procedure, commonly referred to as “know your customer,” that banking and non-bank covered financial institutions are required by law to establish, maintain and perform to know their customers as required by the Bank Secrecy Act and the USA PATRIOT Act of 2003 as revised.

“Launch Date” means the date Customer commercially launches its Purchased Services to Customer User(s).

“Licensing Fee(s)” means Monthly Fees billed monthly, quarterly, or annually to Customer for Solution, Services, Technical Support, and Platform.

“Malicious Code” means code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses.

“Master Service Agreement” or “MSA” means this Agreement.

“Monthly Fee(s)” means a method of measurement and calculation of Fees, which can be discounted based upon pre-payment of Fees quarterly or annually.

“Network” means MasterCard, VISA, Cirrus, Plus, National Automated Clearing House Association (“Nacha”) or any other card or other network system of transmitting funds and settlement thereof.

“Network Rules” means, with respect to a Network, the rules and obligations governing the use of the Network, as may be amended or restated from time to time.

“Non-FTA Application(s)” means a Web-based, mobile, offline or other software application that interoperates with the Platform but is not an OEM partner and/or FTA Technology.

“Open Banking API” means API used to access User Data and Aggregated Data of Authorized User(s).

“Order” means any order, injunction, judgment, doctrine, decree, ruling, writ, assessment or arbitration award of a Governmental Body.

“Order Form” means a list of Solutions offered to Customer and subject to MSA.

“Out of Scope Service(s)” or “Additional Service(s)” means any Solutions, Services, Consultancy Services, Technical Support that is not specified in an Order Form or SOW that Customer requested as Additional Services and performed by FTA. Oral or written authorization can be given by Customer to FTA to perform such Additional Services. In absence of any other written agreement concerning such Additional Services, this MSA shall govern.

“Overages” means the Volume exceeds the Allowance specified in the MSA triggering additional fees at the rate also specified or otherwise referred to in a SOW or Order Form.

“Parties” or “Party” means collectively FTA and Customer and “Party” shall be construed as the context requires.

“PCI DSS” means the Payment Card Industry Data Security Standard.

“Person” means any individual, corporation, limited liability company, partnership, firm, joint venture, association, joint-stock company, trust, non-profit, unincorporated organization, bank, credit union, trust bank, other organization or Governmental Body.

“Platform” means but not limited to FTA Technology, Third-Party Applications, custom application developed for Customer, hosted on Infrastructure and integrated using AccelerationCloud™ and delivered over the internet.

“Project” means a set of tasks that must be completed to accomplish a particular goal or outcome for Customer as summarized in a SOW or Order Form.

“Project Technology” means any information, materials and technology used or developed in connection with or otherwise relating to the Purchased Services, including without limitation any techniques, data, models, inventions, methods and patent and legal data or descriptions.

“Proprietary Technology” means any technology as conceived, developed, reduced to practice owned by FTA or its Affiliates, including closed-source software for which FTA has the right to offer Customer as Purchased Services and may include any combination of processes, tools, or systems of interrelated connections that are the property of FTA. Customer agrees that it does not have any rights to any Proprietary Technology or Intellectual Property arising out of the Project or Purchased Services.

“Purchased Service(s)” means Solutions, Services, Technical Support, Platform, and Consultancy Services that Customer or Customer’s Affiliate purchases under an Order Form, SOW or Additional Services covered under this MSA.

“SaaS” or Software as-a-Service means a software licensing and delivery model for which Proprietary Technology and Third Party Application(s) are licensed on a subscription basis and is centrally hosted by FTA.

“Service(s)” means Solutions made available to Customer on the Platform.

“Solution(s)” means FTA Technology and Third-Party Applications.

“Scope of Work” (also referred to as scope, scope of project, or scope of arrangement) means an outline of the Technical Architecture, Services, and Solutions for Customer on the Platform.

“Statement of Work” or “SOW” means a summary of Technical Architecture and Solutions offered to Customer on the Platform. By entering into an Order Form or an SOW hereunder, Customer, its Affiliate, and Subsidiary agrees to be bound by the terms of this Agreement as if it were an original party hereto. Unless otherwise stated in the SOW, this Agreement shall govern the relationship between the parties.

“Subsidiary” means with respect to any person, any corporation, limited liability company or other legal entity of which that person or one of that person’s other subsidiaries, in either case, acting alone or with one or more of that person’s other subsidiaries, owns, or has the power to vote or exercise a controlling influence with respect to, more than half of the capital stock or other ownership interest giving holders the right to one or both of the following: (i) elect the board of directors or other governing body of that legal entity; and (ii) receive the net assets of that legal entity available for distribution to holders of all stock or other ownership interests upon liquidation or dissolution of that entity.

“Supervisory Objection” means (i) an objection or criticism, orally or in writing, raised by a Governmental Body having supervisory or regulatory authority over Customer that expresses the Governmental Body’s opinion that one or more provisions of this Agreement is likely to constitute or result in a violation of Applicable Law or unsafe or unsound practices, (ii) any cease-and-desist or other similar formal written order of a Governmental Body, or (iii) a written directive by a Governmental Body to cease or limit performance of material obligations under this Agreement.

“Technical Architecture Outline” or “Technical Architecture” means a document with a list of Solutions that align with the business goals and requirements of Project, which may include Data Normalization for Customer. In the absence of a specific document titled as Technical Architecture, the SOW or Order Form will be used.

“Technical Specification(s)” means, with respect to any software including FTA Technology and Third Party Applications, the document setting forth the functionality, interfacing, data structure, and all other specifications need for the implementation of the Solutions.

“Technical Support” or “Support” means a service provided by FTA to advise and assist Customer with issues concerning their Solutions and Services on the Platform.

“Technical Support Fee(s)” means Licensing Fees for Technical Support.

“Third Party” means a person or entity other than FTA and Customer.

“Third Party Application(s)” or “OEM Partner(s)” means any online applications and offline software products that is not FTA Technology but licensed to FTA, whereby FTA and OEM Partner have an agreement or understanding that FTA will offer to Customer under an agreement to use the Third-Party Applications as part of the Services on the Platform.

“Third Party Products” means Third Party Applications and Non-FTA Applications that may or may not interoperate with FTA Technology on the Platform, including data integration using API or by downloading or uploading data between Third Party Products and FTA Technology in any file format.

“Travel Expense(s)” means reimbursable expenses for travel, including but not limited to, actual mileage driven, transportation, lodging

and meals, incident to the rendering of services reasonable incurred on behalf of FTA. Reimbursable expenses also include travel time incurred by FTA employees, officers or directors, FTA standard hourly rates or standard fees on its current fee schedule shall apply, such standard hourly rates may be amended by FTA from time to time, or which may otherwise be set out in a Statement of Work or Order Form.

“UniFi” means UniFi, LLC an Affiliate of FinTech Automation, LLC

“UniFi Applications” means Proprietary Technology developed by UniFi, LLC and delivered to Customer as a Software as-a-Service.

“User Data” means a User(s) account information, account access information and registration information, as provided by User(s) and/or by Customer and Customer Client’s Authorized User(s) utilizing Open Banking API or directly from but not limited to bank, broker, lender, or other financial services provider and stored in Infrastructure and accessible on Platform.

“Volume(s)” means the actual amounts and levels of the Services used during an applicable Contract Period by Customer and/or User(s).

“Website” means Parties publicly accessible, interlinked web pages that share a single domain name.

“Workflow” means a series and/or sequence of events, actions or tasks (which can initiate data flow and processes that are manual, robotic or automated) that have a beginning and end with a specified outcome (which can initiate another Workflow or set of Workflows).

“Workflow Automation” means a list of actions to automate a task and interface to the back end system using internal application programming interfaces (APIs) or dedicated scripting language.

“Workspace” or “Portal” means a web based Solution that allow Customers and Authorized Users to access Solutions and exchange and organize files over the Internet.

“Work Product” shall mean (i) any and all discoveries, works of authorship, innovations or inventions (whether or not patentable), knowledge, ideas, concepts, techniques, know-how, methods, processes, systems and devices authored, created, found or conceived by FTA in the course of its performance of the Services, (ii) any other work product made by FTA in the course of its performance of the Services, or (iii) Project Technology.

2. FTA RESPONSIBILITIES

2.1 Provision of Purchased Services. As applicable, FTA will (a) provide access to the Platform to Customer pursuant to this Agreement, and the applicable Order Forms and/or SOWs, (a) make the Purchased Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and/or SOWs, (b) provide Technical Support for the Purchased Services to Customer if purchased, (c) provide the Purchased Services in accordance with laws and government regulations applicable only to FTA Technology and Platform, and (d) subject to Customer’s use of the Purchased Services in accordance with this Agreement, and the applicable Order Form and/or SOW.

2.2 Additional Services or Out of Scope Services. From time to time, Customer may require Solution, Services, and Consultancy Services from FTA, or its affiliates or subsidiary companies that are outside the scope of the SOW or Order Form contracted for under a SOW or Order Form (“Additional Services” or “Out of Scope Services”). Where FTA provides the Customer with Additional Services, the Customer must pay FTA’s standard hourly rates or standard fees on its current fee schedule for providing that Additional Services, such standard hourly rates may be amended by FTA from time to time, or which may otherwise be set out in a Statement of Work or Order Form. Oral or written authorization can be given by Customer to FTA to perform such Additional Services or Out of Scope Services. In absence of any other written agreement, Order Form or SOW concerning such Additional Services, this MSA shall govern.

2.3 Protection of Customer Data. FTA will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, FTA will make Customer Data available to Customer for view, download or export. After such 30-day period, FTA will have no obligation to maintain or provide any Customer Data, and will have the option to delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited. Furthermore, within 30 days after the effective date of termination or expiration of this Agreement, the Parties may agree to have FTA store Customer Data in a data warehouse (by which Customer Data is maintained in a hierarchical format) or a data lake (by which Customer Data is maintained in a repository of raw data), for either of which the parties shall agree to commercially reasonable terms prior to FTA’s obligation to store such Customer Data.

2.4 FTA Personnel. FTA will be responsible for the performance of its personnel (including its employees and contractors) and their compliance with FTA’s obligations under this Agreement, except as otherwise specified in this Agreement.

3. USE OF SERVICES AND CONTENT

3.1 Usage Limits. Services and Content are subject to usage limits specified in Order Forms or SOWs (if any). If Customer exceeds a contractual usage limit, FTA may work with Customer to seek to reduce Customer’s usage so that it conforms to that limit. If, notwithstanding FTA’s efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form or an SOW for additional quantities of the applicable Services or Content promptly upon FTA’s request, and/or pay any invoice for excess usage in accordance with the “Invoicing and Payment” section below.

3.2 Customer Responsibilities. Customer will (a) be responsible for Authorized Users’ compliance with this Agreement, Order Forms and SOWs, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer

Data, Customer's use of Customer Data with the Purchased Services, and the interoperation of any Non-FTA Applications on the Platform with which Customer uses Purchased Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Purchased Services and Content, and notify FTA promptly of any such unauthorized access or use, (d) use Purchased Services and Content only in accordance with this Agreement, Order Forms, SOWs and applicable laws and government regulations, and (e) comply with terms of service of any Non-FTA Applications. Any use of the Purchased Services in breach of the foregoing by Customer or Users that in FTA's judgment threatens the security, integrity or availability of Purchased Services, may result in FTA's immediate suspension of the Purchased Services, however FTA will use commercially reasonable efforts under the circumstances to provide Customer with notice and an opportunity to remedy such violation or threat prior to any such suspension.

3.3 Usage Restrictions. Customer will not (a) make any Purchased Services or Content available to anyone other than Customer or Authorized Users, or use any Purchased Services or Content for the benefit of anyone other than Customer, unless expressly stated otherwise in an Order Form or an SOW, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Purchased Services or Content, or include any Purchased Services or Content in a service bureau or outsourcing offering, (c) use any Purchased Services and Non-FTA Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use any Purchased Services or Non-FTA Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Purchased Services or third-party data contained therein, (f) attempt to gain unauthorized access to any Purchased Services or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Purchased Services or Content in a way that circumvents a contractual usage limit, or use any Purchased Services to access or use any of FTA Intellectual Property Rights except as permitted under this Agreement, an Order Form, or an SOW, (h) modify, copy, or create derivative works based on Purchased Services or Platform or any part, feature, function or user interface thereof, (i) copy Content except as permitted herein or in an Order Form or an SOW, (j) frame or mirror any part of any Purchased Services or Content, other than framing on Customer's own Workspace or otherwise for its own internal business purposes, (k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile Purchased Services, Platform, or Content or access it to (1) build a competitive product or service, (2) build a product or service using similar ideas, features, functions or graphics of Purchased Services and Platform, (3) copy any ideas, features, functions or graphics of Purchased Services and Platform, or (4) determine whether Purchased Services or Platform are within the scope of any patent.

3.4 User Permission. Customers may use their Purchased Services user permission settings to control other Users' access to Customer Data. FTA takes no responsibility and assumes no liability for (i) any Customer Data that Customer or any other Authorized Users or third parties post or send over the Purchased Services, or (ii) any public display or misuse of Customer Data including but not limited to viewing or access on Customer user interface including on UniFi Applications.

3.5 Removal of Content and Third Party Products. If Customer receives notice that Content or a Third Party Product that interoperates with Platform must be removed, modified and/or disabled to avoid violating applicable law or third-party rights. Customer will promptly do so. If Customer does not take required action in accordance with the above, or if in FTA's judgment continued violation is likely to reoccur, FTA may disable the applicable Content, Service and/or the interoperation of Third Party Products on the Platform. If requested by FTA, Customer shall confirm such deletion and discontinuance of use in writing and FTA shall be authorized to provide a copy of such confirmation to any such third party claimant or governmental authority, as applicable. In addition, if FTA is required by any third party rights holder to remove Content or receives information that Content provided to Customer may violate applicable law or third-party rights, FTA may discontinue Customer's access to Content through the Services.

4. THIRD PARTY PRODUCTS

4.1 Access to Third Party Products. FTA may make available access to Third Party Products and/or its data on the Platform. Any acquisition by Customer of such Third Party Products, and any exchange of data between Customer and any Third Party Products is solely between Customer and the applicable Third Party Products and may be subject to the privacy statements and practices of the Third Party Product and/or their suppliers. FTA is not responsible for the privacy statements or privacy practices of these Third Party Products or their suppliers and does not warrant or support Third Party Products but will provide Technical Support for OEM Partners based upon the agreement between OEM Partner and FTA, unless expressly provided otherwise in an Order Form or an SOW. Third Party Products may require a separate license or require Customer to accept additional terms and conditions and/or pay a fee to use its Services. FTA is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Third Party Products.

4.2 Integration with Third Party Products. The Purchased Services may contain features designed to interoperate with Third Party Products. FTA cannot guarantee the continued availability of such integration features and may cease providing them without entitling Customer to any refund, credit, or other compensation, if for example and without limitation, the provider of Third Party Products ceases to make the Third Party Products available for interoperation with the corresponding Purchased Service features in a manner acceptable to FTA.

4.3 Customer Data with Third Party Products. Customer agrees and acknowledges that Third Party Products will access Customer Data and FTA shall not be responsible for any disclosure, modification or deletion of Customer Data resulting from any such access by Third Party Products.

4.4 Third Party Licenses. Where FTA has resold or embedded Third Party Product Services using APIs, Customer acknowledges and warrants to FTA that Customer has obtained the Third Party Product licenses to permit the Customer to use the Third Party Products in accordance with this MSA. Customer acknowledges and agrees that FTA will rely solely on Customer representations and warranties regarding Third Party Products.

4.5 Third Party Sites. AccelerationCloud™ may call the servers of other web sites or Services of Third Party Products at the direction of the Customer including but not limited to data from Third Party Products, Content, Customer Data, and User(s) data. Customer acknowledges

the information, or other material, products, Content or Services that are contained on or accessible through Third Party Sites, including financial information, account verification data, material, products, and Services on such sites or available through such sites including from OEM Partners are used solely at Customer's own risk.

5. SOFTWARE AS-A-SERVICE

5.1 License Grant. Subject to the terms and conditions of the MSA and the Order Form, FTA may grant to Customer a limited, non-exclusive, non-transferable (except as permitted under the MSA), worldwide license to use Purchased Services on the Platform. Client shall have no right to sub-license or resell the Purchased Services.

5.2 Compliance. Customer acknowledges and agrees that FTA will monitor Customer's use of the Services for purposes of verifying compliance with the MSA, and that any act or omission in breach of Section 3.3 and Section 5.1 will constitute an unauthorized exercise of FTA's exclusive Intellectual Property Rights beyond the scope of the rights granted by this MSA. FTA may, without limiting its other rights and remedies, suspend the Services without further notice. FTA, at its election, suspend access to the Services or terminate this agreement in the event that Customer commits any breach of its obligations under the MSA or otherwise commits an act of infringement or misappropriation, as applicable, of FTA's Intellectual Property Rights.

5.3 Co-Branded Distribution. Customer shall provide the Services to its clients under the names of both Customer and FTA in a co-branded fashion as part of its products and services using the phrase "Powered by FinTech Automation", or some other FTA branding as required by FTA.

6. RESALE LICENSE

6.1 Territory. FTA may extend Customer's license to allow Customer to re-sell AccelerationCloud™ API within the Territory (as a component of the Integrated Service) to Authorized User(s).

6.2 Limitation of Resale License. Customer shall not use the AccelerationCloud™ API for any other purpose than what is described in the Order Form or Statement of Work. Customer shall not sell or license the Application, Services, Integrated Service or Proprietary Technology on a stand-alone basis or to any web portal, search engine, or other online commerce site and social media site including but not limited to Yahoo, Google, AOL, MSN, Facebook, etc.

6.3 Responsibility. Customer shall be solely responsible for (i) providing, operating and maintaining the (Integrated Service/Applications) and hosting the (Integrated Service/Applications), and (ii) serving, operating and maintaining the Integrated Service, and any related webpages or Customer Content.

6.4 Solicitation by Customer. Customer shall only offer the Integrated Service to prospective Authorized User(s) on the terms and conditions stated in the MSA.

6.5 Forecasting and Reporting. FTA and Customer will participate in monthly reviews of the Customer's forecast report.

6.6 Relationship Management. Customer shall appoint a representative whose responsibility shall be to manage the relationship between FTA and Customer under this MSA.

6.7 No Agency. Except as otherwise contemplated under the MSA, Customer agrees that it will not (i) enter into any agreement, contract, or arrangement with any party that imposes any legal obligations or liability of any kind whatsoever upon FTA or (ii) without limiting the generality of the foregoing, sign FTA's name to any commercial paper, contract or other instrument or contract any debt or enter into any agreement, either express or implied, binding FTA to the payment of money and/or in any other regard.

6.8 Customer Client Terms. Prior to the launch of the Integrated Service, Customer shall (i) enter a written agreement with Customer Client meeting the requirements set forth in this Agreement, (ii) provide FTA with the information required in attached schedules, and (iii) commence payment to FTA of fees specified in the Fee Schedule.

6.9 Terms of Service. For all instances in which Customer resells AccelerationCloud™ as part of Integrated Services hereunder, Customer shall enter into a written agreement directly with the relevant Customer Client ("Client Agreement") setting forth the terms of the service in accordance with this Agreement and the Acceleration Cloud Terms and Services Agreement; accordingly, all payments under such agreements shall be made directly to Customer and Customer shall be solely responsible for collecting all such amounts.

7. OPEN BANKING API

7.1 Privacy Notice. Customer and [Client(s)] shall follow a written privacy notice describing how it uses, collects, stores, handles and shares Data ("Notice"). User must be able to access the Notice easily and Customer and [Client(s)] shall clearly and conspicuously reference or display the Notice during enrollment of Customer and [Client(s)] Service (including, at a minimum via a link on the Customer Service internet homepage and within the Customer Service mobile application).

7.2 Access to Data. To enable FTA to provide the Services, Customer agrees to give FTA reliable access to User Data through a data feed or a customer-facing website, the technical details of such access to be agreed upon by the parties. If Customer elects to grant access through a data feed, Customer agrees to build and maintain such a data feed at all times to provide data to FTA for Customer's account holders, for distribution through and across the Services and FTA network. User Data will be sent to FTA via a batch data feed mechanism and in accordance with FTA's OEM Partner (Mastercard Finticity) technical specifications. To further support the data fee, Customer agrees to provide FTA with: (a) at least three test accounts to assist FTA in testing Customer's batch mechanism and data fee; (b) a technical contact; and (c) an IP address for server access.

7.3 Data Source Trademarks. FTA is not granting in these Standards any license to use Data Source trade names, logos, trademarks, or service

marks.

7.4 User Agreement. Before accessing a User's Data Source Customer shall enter a written agreement with that User governing Customer's access and use of the User's Data (each a "User(s) Agreement").

7.5 User Agreement Terms. Customer shall cause each User Agreement to (i) obtain User(s) consent for Customer to use, collect, store, handle and share the User's Data in accordance with Customer's Notice; (ii) include the following text in bold or capitalized font (modified as needed to include defined terms in the User Agreement without substantially changing its meaning):

You provide log-in credentials ("Credentials") to your accounts at your own risk.

By using our service you agree that the data sources that maintain your accounts and any third parties that interact with your Credentials or account data in connection with our services are not liable for any loss, theft, compromise, or misuse whatsoever in connection with our services (including negligence), except to the extent such liability cannot be limited under applicable law. Data Sources make no warranties of any kind relating to the data provided by our services – whether express, implied, statutory, or otherwise. Except PDFs of official account documents, we retrieve on your behalf and provide to you without alteration, no data provided by our services is an official record of any of your accounts.

7.6 Data Source Liability. DATA SOURCES MAKE NO WARRANTIES TO CLIENT(S), CUSTOMER, AND AUTHORIZED USER(S) OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE). DATA SOURCES PROVIDE ACCESS AT NO INCREMENTAL CHARGE TO CLIENT(S) AND DATA SOURCES AND RELATED PARTIES WILL HAVE NO LIABILITY WHATSOEVER TO CLIENTS, CUSTOMER, AND AUTHORIZED USER(S) RELATING TO ACCESSING OR USING DATA. NO DATA SOURCE OR RELATED PARTY WILL BE LIABLE FOR ANY EXPENSES, LOSSES, OR DAMAGES RELATING TO ANY CLIENT'S ACCESS OR USE OF DATA, FOR ANY LOST PROFITS OR OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES, OR OTHERWISE IN EXCESS OF \$100. THE LIMITATIONS IN THIS SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS OF THE FORM OF ACTION UNDER WHICH RECOVERY FOR ANY LOSS, DAMAGE, OR EXPENSE IS SOUGHT (INCLUDING NEGLIGENCE)

6. FEES AND PAYMENT

6.1 Fees. Customer will pay all Fees and Costs specified in this Agreement, an Order Form or SOW. Except as otherwise specified in this MSA, an Order Form or a SOW, (i) Fees are based on Purchased Services and Content purchased and not actual usage, (ii) payment obligations are non-cancelable and Fees and Costs paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant Contract Period.

6.2 Invoicing and Payment. FTA will invoice Customer in advance or in accordance with the relevant Order Form or SOW. Unless otherwise stated in the Order Form or SOW, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to FTA and notifying FTA of any changes to such information.

6.3 Overdue Charges. If any invoiced amount is not received by FTA by the due date, then without limiting FTA's rights or remedies, those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.

6.4 Suspension of Service and Acceleration. If any charge owing by Customer to FTA for Purchased Services is 30 days or more overdue, (or 10 or more days overdue in the case of amounts Customer has authorized FTA to charge to Customer's credit card), FTA may, without limiting its other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend all Services until such amounts are paid in full, provided that, other than for Customers paying by credit card or direct debit whose payment has been declined, FTA will give Customer at least 10 days' prior notice that its account is overdue, in accordance with the "Manner of Giving Notice" section below for billing notices, before suspending services to Customer.

6.5 Taxes. FTA's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchases hereunder. If FTA has the legal obligation to pay or collect Taxes for which Customer is responsible under this section, FTA will invoice Customer and Customer will pay that amount unless Customer provides FTA with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, FTA is solely responsible for taxes assessable against it based on its income, property and employees.

7. PROPRIETARY RIGHTS AND LICENSES

7.1 Custom Development. Customer hereby does and shall assign to FTA Customer's entire worldwide right, title and interest in and to all Work Product, Project Technology, and all associated records and intellectual property rights. To the extent any of the rights, title and interest in and to Work Product and Project Technology that cannot be assigned by Customer to FTA, Customer hereby grants to FTA an exclusive, royalty-free, transferable, irrevocable, worldwide license (with rights to sublicense through multiple tiers of sublicensees) to exercise such non-assignable rights, title and interest. To the extent any of the rights, title and interest in and to the Work Product and Project Technology can be neither assigned nor licensed by Customer to FTA, Customer hereby irrevocably waives and agrees never to assert such non-assignable and non-licensable rights, title and interest against FTA or any of FTA's successors in interest to such non-assignable and non-licensable rights.

7.2 Reservation of Rights. Subject to the limited rights expressly granted hereunder, FTA, its Affiliates, its licensors and Content providers

reserve all of their right, title and interest in and to the Services and Content, including all of their related Intellectual Property Rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.3 Access to and Use of Content. Customer has the right to access and use applicable Content subject to the terms of applicable Order Forms, SOWs and this Agreement.

7.4 License by Customer to FTA. Customer grants FTA, its Affiliates and applicable contractors a worldwide, perpetual license to host, copy, use, transmit, license, and display any Purchased Services and Non-FTA Applications and program code created by or for Customer using Purchased Services or for use by Customer with the Purchased Services, and Customer Data, each as appropriate for FTA to provide and ensure proper operation of Purchased Services on the Platform and associated systems in accordance with this Agreement. By submitting Customer Data to Purchased Services, Customer hereby grants FTA fully paid-up and royalty-free license to use, display, reproduce, modify, publish, distribute list information regarding, edit translate and analyze the Customer Data within the Purchased Services in any formats and through any applicable channels for the purposes of providing the applicable features and functionality of the Purchased Services and improving the way the Purchased Services work and look, and to create new features and functionality. If Customer chooses to use Purchased Services and Non-FTA Applications on the Platform, Customer grants FTA permission to allow the Purchased Services and Non-FTA Applications and its provider to access Customer Data and information about Customer's usage of the Purchased Services and Non-FTA Application as appropriate for the interoperability of that Purchased Services and Non-FTA Applications. Subject to the limited licenses granted herein, FTA acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data.

7.5 Permitted Use of User Data and Aggregated Data. FTA may use User Data to provide and improve the Services and may use, sell, license, distribute, and disclose Aggregated Data as permitted by law.

7.6 License by Customer to Use Feedback. Customer grants to FTA and its Affiliates a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into its Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of FTA's or its Affiliates' services.

8. CONFIDENTIALITY

8.1 Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of Customer includes Customer Data; Confidential Information of FTA includes the Services and Content, and the terms and conditions of this Agreement and all Order Forms or SOWs (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party. For the avoidance of doubt, the non-disclosure obligations set forth in this "Confidentiality" section apply to Confidential Information exchanged between the parties in connection with the evaluation of additional FTA services.

8.2 Protection of Confidential Information. As between the parties, each party retains all ownership rights in and to its Confidential Information. The Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care) to (i) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (ii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not materially less protective of the Confidential Information than those herein. Neither party will disclose the terms of this Agreement or any Order Form or SOW to any third party other than its Affiliates, legal counsel, and accountants without the other party's prior written consent, provided that a party that makes any such disclosure to its Affiliate, legal counsel or accountants will remain responsible for such Affiliate's, legal counsel's, or accountant's compliance with this "Confidentiality" section. Notwithstanding the foregoing, FTA may disclose the terms of this Agreement and any applicable Order Form or SOW to a subcontractor or Non-FTA Application Provider to the extent necessary to perform FTA's obligations under this Agreement, under terms of confidentiality materially as protective as set forth herein.

8.3 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

9. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

9.1 Representations. Each party represents that it has validly entered into this Agreement and has the legal power to do so.

9.2 FTA Warranties. FTA warrants that during an applicable Contract Period (a) this Agreement, the Order Forms and the SOWs will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) FTA will not materially decrease the overall security of the Services, (c) the Services will perform

materially in accordance with the applicable Order Form or SOW, and (d) subject to the “Integration with Non-FTA Applications” section above, FTA will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer’s exclusive remedies are those described in the “Termination” and “Refund or Payment upon Termination” sections below.

9.3 Customer Data Disclaimer. CUSTOMER ACKNOWLEDGES THAT FTA DOES NOT MANAGE OR CONTROL THE CUSTOMER DATA THAT CUSTOMER ACCESSES, STORES OR DISTRIBUTES THROUGH THE PURCHASED SERVICES, AND ACCEPTS NO RESPONSIBILITY OR LIABILITY FOR THAT INFORMATION REGARDLESS OF WHETHER SUCH CUSTOMER DATA IS TRANSMITTED TO OR BY CUSTOMER. FTA MAKES NO WARRANTY WITH RESPECT TO SUCH CUSTOMER DATA CUSTOMER MAY ACCESS, STORE OR DISTRIBUTE THROUGH THE PURCHASED SERVICES. IN PARTICULAR, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, FTA MAKES NO WARRANTY THAT SUCH CUSTOMER DATA WHEN INPUTTED BY CUSTOMER OR AUTHORIZED USERS WILL BE FREE OF ANY VIRUS, WORM, TROJAN HORSE, EASTER EGG, TIME BOMB, CANCELBOT, OR OTHER DESTRUCTIVE OR MALICIOUS CODE OR PROGRAMS. CUSTOMER AGREES TO WAIVE, AND HEREBY DOES WAIVE, ANY LEGAL OR EQUITABLE RIGHTS OF REMEDIES CUSTOMER HAS OR MAY HAVE AGAINST FTA WITH RESPECT TO CUSTOMER DATA AND CONTENT THAT CUSTOMER CHOOSES TO ACCESS, STORE OR DISTRIBUTE, THROUGH PURCHASE SERVICES.

9.4 Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CONTENT IS PROVIDED “AS IS,” AND AS AVAILABLE EXCLUSIVE OF ANY WARRANTY WHATSOEVER.

10. MUTUAL INDEMNIFICATION

10.1 Indemnification by FTA. During the Contract Period, FTA will defend Customer against any claim, demand, suit or proceeding made or brought against Customer by a third party alleging that any Purchased Services infringes or misappropriates such third party’s intellectual property rights (a “Claim Against Customer”), and will indemnify Customer from any damages, attorney fees and costs finally awarded against Customer as a result of, or for amounts paid by Customer under a settlement approved by FTA in writing of, a Claim Against Customer, provided Customer (a) promptly gives FTA written notice of the Claim Against Customer, (b) gives FTA sole control of the defense and settlement of the Claim Against Customer (except that FTA may not settle any Claim Against Customer unless it unconditionally releases Customer of all liability), and (c) gives FTA all reasonable assistance, at FTA’s expense. If FTA receives information about an infringement or misappropriation claim related to a Purchased Service, FTA may in its discretion and at no cost to Customer (i) modify the Purchased Services so that they are no longer claimed to infringe or misappropriate, without breaching FTA’s warranties under “FTA Warranties” above, (ii) obtain a license for Customer’s continued use of that Purchased Service in accordance with this Agreement, or (iii) terminate Customer’s Purchased Services for that Service upon 30 days’ written notice and refund Customer any prepaid fees covering the remainder of the term of the terminated Purchased Services. The above defense and indemnification obligations do not apply if (1) the allegation does not state with specificity that the Purchased Services are the basis of the Claim Against Customer; (2) a Claim Against Customer arises from the use or combination of the Purchased Services or any part thereof with software, hardware, data, or processes not provided by FTA, if the Purchased Services or use thereof would not infringe without such combination; (3) a Claim Against Customer arises from Purchased Services under an Order Form or an SOW for which there is no charge; or (4) a Claim against Customer arises from Content, a Non-FTA Applications or Customer’s breach of this Agreement or applicable Order Forms or SOWs.

10.2 Indemnification by Customer. During the Contract Period and thereafter, Customer will defend FTA and its Affiliates against any claim, demand, suit or proceeding made or brought against FTA by a third party alleging (a) that any Customer Data or Customer’s use of Customer Data with the Services, (b) a Non-FTA Application provided by Customer, or (c) the combination of a Non-FTA Application provided by Customer and used with the Services, infringes or misappropriates such third party’s intellectual property rights, or arising from Customer’s use of the Services or Content in an unlawful manner or in violation of the Agreement or Order Form or SOW (each a “Claim Against FTA”), and will indemnify FTA from any damages, attorney fees and costs finally awarded against FTA as a result of, or for any amounts paid by FTA under a settlement approved by Customer in writing of, a Claim Against FTA, provided FTA (a) promptly gives Customer written notice of the Claim Against FTA, (b) gives Customer sole control of the defense and settlement of the Claim Against FTA (except that Customer may not settle any Claim Against FTA unless it unconditionally releases FTA of all liability), and (c) gives Customer all reasonable assistance, at Customer’s expense. The above defense and indemnification obligations do not apply if a Claim Against FTA arises from FTA’s breach of this Agreement or applicable Order Forms or SOWs.

10.3 Exclusive Remedy. This “Mutual Indemnification” section states the indemnifying party’s sole liability to, and the indemnified party’s exclusive remedy against, the other party for any third-party claim described in this section.

11. LIMITATION OF LIABILITY

11.1 Limitation of Liability. IN NO EVENT SHALL THE AGGREGATE LIABILITY FTA TOGETHER WITH ALL OF ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER AND ITS AFFILIATES HEREUNDER FOR THE SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY BUT WILL NOT LIMIT CUSTOMER’S AND ITS AFFILIATES’ PAYMENT OBLIGATIONS UNDER THE “FEES AND PAYMENT” SECTION ABOVE.

11.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL,

OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

12. TERM AND TERMINATION

12.1 Term of Purchased Services. The Contract Period shall be as specified in this Agreement or in the applicable Order Form or SOW. If no Contract Period exists in this Agreement or in the applicable Order Form or SOW, the Contract Period will begin on the date Customer is provided a User identification and ability to access the Services. Except as otherwise specified in an Order Form or an SOW, Purchased Services will automatically renew to coincide with the Contract Period (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 90 days before the end of the relevant Contract Period. Except as expressly provided in the applicable Order Form or SOW, renewal of promotional or one-time priced Purchased Services will be at FTA's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which Purchased Services Volume or Contract Period for any Services has decreased from the prior Purchased Term will result in re-pricing at renewal without regard to the prior Purchased Term's per-unit pricing.

12.2 Termination. A party may terminate this Agreement for cause (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.3 Refund or Payment upon Termination. If this Agreement is terminated by Customer in accordance with the "Termination" section above, FTA will refund Customer any prepaid fees covering the remainder of the Contract Period of all Order Forms or SOWs after the effective date of termination. If this Agreement is terminated by FTA in accordance with the "Termination" section above, Customer will pay any unpaid fees covering the remainder of the Contract Period of all Order Forms or SOWs to the extent permitted by applicable law. In no event will termination relieve Customer of its obligation to pay any fees payable to FTA for the period prior to the effective date of termination.

12.4 Surviving Provisions. The sections titled "Fees and Payment," "Proprietary Rights and Licenses," "Confidentiality," "Disclaimers," "Mutual Indemnification," "Limitation of Liability," "Refund or Payment upon Termination," "Removal of Content and Third Party Applications," "Surviving Provisions" and "General Provisions" will survive any termination or expiration of this Agreement, and the section titled "Protection of Customer Data" will survive any termination or expiration of this Agreement for so long as FTA retains possession of Customer Data.

13. GENERAL PROVISIONS

13.1 Export Compliance. The Services, Content, other FTA technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. FTA and Customer each represents that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use any Service or Content in a U.S.-embargoed country or region (currently Cuba, Iran, North Korea, Sudan, Syria or Crimea) or in violation of any U.S. export law or regulation.

13.2 Recorded Communication. Each Party (i) consents and has no objection to the recording of telephone conversations between the personnel of the Parties in connection with this Agreement, the SOW or the Order Form or any potential transaction or service whether by one or other or both of the Parties or their agents, (ii) agrees to the extent permitted by applicable law, that recordings may be submitted in evidence in any legal proceeding and (iii) agrees that in any proceedings either will not object to the introduction of such recordings in evidenced on the grounds that consent was not properly given. Further, the Customer acknowledges, accepts and consents that FTA will produce a written record of telephone conversations, internet-based conversations (chat) and meeting minutes between the Customer and FTA that can be used as evidence in legal proceedings or otherwise. Either Parties recordings may be used in any forum in which a dispute is sought to be resolved and the recording Party will retain the recordings for period of time in accordance with the recording Party's policies and procedures unless one Party notifies the other that a particular transaction is under review and warrants further retention.

13.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between FTA and Customer regarding Customer's use of Purchased Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) the applicable SOW, and (3) this Agreement. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

13.4 Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties. Each party will be solely responsible for payment of all compensation owed to its employees, as well as all employment-related taxes.

13.5 Third-Party Beneficiaries. There are no third-party beneficiaries under this Agreement.

13.6 Waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

13.7 Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be deemed null and void, and the remaining provisions of this Agreement will remain in effect.

13.8 Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the

other party's prior written consent (not to be unreasonably withheld); provided, however, either party may assign this Agreement in its entirety (including all Order Forms and SOWs), without the other party's consent to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets. Notwithstanding the foregoing, if a party is acquired by, sells substantially all of its assets to, or undergoes a change of control in favor of, a direct competitor of the other party, then such other party may terminate this Agreement upon written notice. In the event of such a termination, FTA will refund Customer any prepaid fees covering the remainder of the term of all subscriptions for the period after the effective date of such termination. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

13.9 Governing Law and Severability. This Agreement and the legal relations between the parties shall be governed by and construed in accordance with the laws of the State of Nevada. In case any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

13.10 Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices related to this Agreement will be in writing and will be effective upon (a) personal delivery, (b) the second business day after mailing, or (c), except for notices of termination or an indemnifiable claim ("Legal Notices"), which shall clearly be identifiable as Legal Notices, the day of sending by email. Billing-related notices to Customer will be addressed to the relevant billing contact designated by Customer. All other notices to Customer will be addressed to the relevant Services system administrator designated by Customer.

13.11 Agreement to Governing Law, Jurisdiction, Dispute Resolution; Agreement to Arbitrate. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

a. Binding Arbitration: In the event that there is a dispute, claim or controversy arising out of or relating to statutory or common law claims, the breach, termination, enforcement, interpretation or validity of any provision of this Agreement, and the determination of the scope or applicability of your agreement to arbitrate any dispute, claim or controversy originating from this Agreement, but specifically excluding any dispute principally related to either party's intellectual property (which such dispute will be resolved in litigation before the United States District Court for the District of Nevada), will be determined by arbitration in Henderson, Nevada before a single arbitrator. The arbitration will be administered by the American Arbitration Association under its Commercial Arbitration Rules. The Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply for cases in which no disclosed claim or counterclaim exceeds \$75,000 (exclusive of interest, attorneys' fees and arbitration fees and costs). Where no party's claim exceeds \$25,000 (exclusive of interest, attorneys' fees and arbitration fees and costs), and in other cases in which the parties agree, Section E-6 of the Expedited Procedures of the American Arbitration Association's Commercial Arbitration Rules will apply. The arbitrator will apply the substantive law of the State of Nevada, exclusive of its conflict or choice of law rules. If the American Arbitration Association is no longer in business or refuses or declines to administer any dispute between the parties brought before it, either party may petition the United States District Court for the District of Nevada to appoint the arbitrator. Nothing in this paragraph will preclude the parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provisions in this paragraph referencing applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to the terms of this Agreement.

Either party may commence arbitration by providing to the American Arbitration Association and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested.

b. Service of Process: Each party hereby irrevocably and unconditionally consents to service of process through personal service at their corporate headquarters, registered address, or primary address (for individuals or sole proprietors). Nothing in this Agreement will affect the right of any party to serve process in any other manner permitted by law.

c. Class Waiver: To the fullest extent permitted by law, each of the parties agrees that any dispute arising out of or in connection with this Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated between the parties.

d. Provision of an Award: Subject to the limitations of liability identified in this Agreement, the appointed arbitrators may award monetary damages and any other remedies allowed by the laws of the State of Nevada. In making a determination, the arbitrator will not have the authority to modify any term or provision of this Agreement. The arbitrator will deliver a reasoned written decision with respect to the dispute (the "Award") to each party, who will promptly act in accordance with the Award. Any Award (including interim or final remedies) may be confirmed in or enforced by a state or federal court located in Las Vegas, Nevada. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review.

e. Fees: Each party will advance one-half of the fees and expenses of the arbitrators, the costs of the attendance of the arbitration reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to this Agreement, the arbitrators will award to the prevailing party, if any, the costs and attorneys' fees reasonably incurred by the prevailing party in connection with those aspects of its claims or defenses on which it prevails, and any opposing awards of costs and legal fees awards will be offset.

f. Confidentiality: The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except (i) as may be necessary to prepare for or conduct the arbitration hearing on the merits, (ii) in connection with a court application as contemplated above for a preliminary remedy, or confirmation of an Award or its enforcement, (iii) our disclosure of the Award in confidential settlement negotiations, or (iv) as otherwise required by applicable laws. The parties, witnesses, and arbitrator will treat as

confidential and will not disclose to any third person (other than witnesses or experts) any documentary or other evidence produced in any arbitration hereunder, except as required by law or except if such evidence was obtained from the public domain or was otherwise obtained independently from the arbitration.

g. Conflict of Rules: In the case of a conflict between the provisions of this Section 12.11.g and the rules governing arbitration identified in Section 12.11.a, the provisions of this Section 12.11.g will prevail. If any provision of this Agreement to arbitrate is held invalid or unenforceable, it will be so held to the minimum extent required by law and all the other provisions will remain valid and enforceable.