Master Subscription Agreement

This master subscription agreement governs Customer's purchase and use of the FinDock Service. Capitalized terms have the definitions set forth herein.
If Customer registers for a free trial of the FinDock Service, the applicable provisions of this agreement will also govern that free trial.

By accepting this Agreement, by (1) clicking a box indicating acceptance or (2) executing an order form that references this Agreement, Customer agrees 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.
If the individual accepting this agreement does not have such authority, or does not agree with these terms and conditions, such individual must not accept this agreement and may not use the Service.

This Master Subscription Agreement was last updated on November 1, 2020. It is effective between Customer and FinDock as of the date of Customer's accepting this Agreement.

1. DEFINITIONS

"Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.

"Agreement" means this Master Subscription Agreement

"Content" means information obtained by FinDock from publicly available sources or its third party content providers and made available to Customer through the Service.

"Customer" means 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.

"Customer Data" means electronic data and information submitted by or for Customer to the Service, excluding Content.

"Documentation" means the Service's fact sheet and service level standard, as updated from time to time, accessible via findock.com/factsheet and findock.com/sls.

"FinDock Technology" means all of FinDock's proprietary technology (including software, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to Customer by FinDock in providing the Service.

"Initial Term" means the initial period during which Customer is obligated to pay for the Service as stated in the Order Form;

"Order Form" means an ordering document specifying the Service to be provided hereunder that is entered into between Customer and FinDock or any of their Affiliates, including any addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto.

"Purchased Service" means the Service that Customer or Customer's Affiliate purchases under an Order Form as distinguished from the Service pursuant to a free trial.

"Service" means the products and services that are ordered by Customer under an Order Form or provided to Customer under a free trial, and made available online by FinDock as described in the Documentation. "Service" excludes Content.

"Salesforce.com" means salesforce.com, inc., a Delaware corporation.

"User" 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 the Service.

Users may include, for example, employees, consultants and contractors of Customer.
Unless otherwise defined on the Order Form, all FinDock products are offered with an unlimited number of Users.

Active Contact: An Active FinDock Contact is a Salesforce contact record that has any new payment data related during a calendar month.

PayLink Transaction: A FinDock PayLink Transaction is a successfully actioned PayLink. This is counted every time a payment is successfully initiated by the end-customer on a FinDock PayLink page.

2. FINDOCK RESPONSIBILITIES

2.1. FinDock will:
(a) make the Service and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation,
(b) provide applicable FinDock standard support for the Purchased Service to Customer at no additional charge, and/or upgraded support if purchased,
(c) use commercially reasonable efforts to make the online Purchased Service available 24 hours a day, 7 days a week, except for: (i) planned downtime of Customer's Salesforce environment (ii) planned downtime of FinDock, of which FinDock shall give advance electronic notice, and (iii) any unavailability caused by circumstances beyond FinDock's reasonable control, including, for example, an act of God, act of government, flood, fire, earthquake, civil unrest, act of terror, strike or other labor problem (other than one involving FinDock employees), Internet service provider failure or delay or denial of service attack, and
(d) provide the Service in accordance with laws and government regulations applicable to Findock's provision of its Service to its customers generally (i.e., without regard for Customer's particular use of the Service), and subject to Customer's use of the Service in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2. FinDock will provide support to Customer in accordance with the Documentation.

2.3. Subject to Customer paying all fees set out in Order Forms, FinDock grants Customer a non- exclusive, non-transferable, worldwide right to use the Service for the License Term, solely for Customer's own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by FinDock and its licensors.

2.4. To the extent that FinDock processes any Personal Data (as defined in the DPA) contained in Customer Data, on Customer's behalf, in the provision of the Service, the terms of the data processing addendum at ttps://www.findock.com/dpa ("DPA"), which are hereby incorporated by reference, shall apply and the parties agree to comply with such terms. Signing of an Order Form, shall be treated as signing of the DPA.

3. USE OF SERVICE

3.1. Customer is responsible for all activity occurring under Customer use of the Service and shall abide by all applicable local, state, national and foreign laws, treaties and regulations in connection with Customer's use of the Service, including but not limited to those related to data privacy, international communications and the transmission of technical or personal data.

3.2. Customer shall use commercially reasonable efforts to prevent unauthorized access to or use of the Service and Content, and notify FinDock promptly of any such unauthorized access or use.

3.3. Customer must have access to a Salesforce environment, of Enterprise Edition or higher, to use the Service. Customer will be responsible for maintaining this Salesforce environment directly with Salesforce.com. Customer is responsible for all settings (including administrator settings) in relation to the Salesforce environment and how those settings will affect who within the Customer's organization can access the Service.

3.4. FinDock acknowledges that it does not own any Customer Data. Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and for obtaining the right to use all Customer Data. Customer warrants that Customer has obtained all rights and consents necessary for FinDock to process the Customer Data in accordance with this Agreement.

3.5. Customer is responsible to store, maintain and back-up Customer Data, using the facilities of Customer's

Salesforce environment or other facilities. FinDock shall not be responsible or liable when Customer, or Customer's subcontractors, delete, correct, destruct, damage or lose any Customer Data.

3.6. Customer will not:
(a) make the Service or Content available to anyone other than Customer or Users, or use the Service or Content for the benefit of anyone other than Customer or its Affiliates, unless expressly stated otherwise in an Order Form or the Documentation,
(b) sell, resell, license, sublicense, distribute, make available, rent or lease the Service or Content, or include the Service or Content in a service bureau or outsourcing offering,
(c) use the Service 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 the Service to store or transmit Malicious Code,
(e) interfere with or disrupt the integrity or performance of the Service or third-party data contained therein,
(f) attempt to gain unauthorized access to the Service or Content or its related systems or networks,
(g) permit direct or indirect access to or use of the Service or Content in a way that circumvents a contractual usage limit, or use the Service to access or use any of FinDock's intellectual property except as permitted under this Agreement, an Order Form, or the Documentation,
(h) modify, copy, or create derivative works based on the Service or any part, feature, function or user interface thereof,
(i) copy Content except as permitted herein or in an Order Form or the Documentation,
(j) frame or mirror any part of the Service or Content, other than framing on Customer's own intranets or otherwise for its own internal business purposes or as permitted in the Documentation,
(k) except to the extent permitted by applicable law, disassemble, reverse engineer, or decompile the Service 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 the Service, (3) copy any ideas, features, functions or graphics of the Service, or (4) determine whether the Service is within the scope of any patent.
FinDock reserves the right, without liability or prejudice to its other rights, to disable Customer's access to any material or aspect of the Service, or the entire Service in the event that Customer breaches the provisions of this clause.

4 PUBLICITY

4.1. FinDock may display Customer's name and logo on its website identifying Customer as a subscriber of FinDock.

4.2. FinDock may issue a press release identifying Customer as a subscriber of FinDock

5. FEES AND PAYMENT

5.1. Customer will pay all fees specified in Order Forms, except as otherwise specified herein or in an Order Form.

5.2. Unless stated otherwise on the Order Form, all fees and charges due will be invoiced in advance and payable within 30 days of the invoice date.

5.3. Payment obligations are non-cancellable, and amounts paid are non-refundable

5.4. Customer is responsible for paying for all Order Forms for Active Contacts and PayLink Transactions for the entire License Term, whether or not such Active Contacts and PayLink Transactions are actively used

5.5. FinDock's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties in addition to the fees.

5.6. Customer provides FinDock with complete and accurate billing and contact information, including business name, registered company name, address, and contact details of an authorized billing contact. Customer shall notify FinDock of any change to this information.

5.7. Unless FinDock in its discretion determines otherwise:
(a) entities with headquarters and a majority of users resident in the United States will be billed in U.S. dollars (US$) and subject to U.S. payment terms and pricing schemes;
(b) entities with headquarters and a majority of users resident in Europe will be billed in Euro's (EUR) and subject to Dutch payment terms and pricing schemes;

(c) entities with headquarters and a majority of users resident in the United Kingdom will be billed in Great British Pounds (GBP£) and subject to UK payment terms and pricing schemes; and

(d) all other entities will be billed in such currency and subject to such payment terms as FinDock shall in its sole discretion determine.

5.8. If Customer believes its bill is incorrect, Customer must contact FinDock in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit. Notwithstanding this, Customer shall not be entitled to set-off or withhold any payments due to FinDock under this Agreement.

5.9. In addition to price increases detailed in an Order Form, and other than as stated in the Order Form for the Initial Term, FinDock shall be entitled to increase the fees payable under this Agreement at any time, provided that the increased fees shall only apply to Customer in relation to Order Forms made on or after the date of the increase, or on renewal of a License Term.

5.10 In addition to any other rights it may have, FinDock reserves the right to suspend Customer's access to the Service if Customer fails to pay any invoice within 30 days of receiving notice that payment is overdue. Interest of 4% above the base rate of the Dutch Bank shall be payable on any overdue balance. Customer will continue to be charged during any period of suspension.

5.11 Customer agrees and acknowledges that FinDock has no obligation to retain Customer Data and that such Customer Data may be irretrievably deleted if Customer's account is 30 days or more delinquent.

6. PROPRIETARY RIGHTS AND LICENSES

6.1. FinDock (and its licensors, where applicable) shall own all right, title and interest, including all related Intellectual Property Rights, in and to the FinDock Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Service.

6.2. This Agreement does not convey to Customer any rights of ownership in or related to the Service, the FinDock Technology or the Intellectual Property Rights owned by FinDock. No right of license is granted for the use of the FinDock name or logo and/or the product names associated with the Service.

7. CONFIDENTIALITY

7.1. "Confidential Information" means all confidential information of a party ("Disclosing Party") disclosed 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, which shall include the existence and terms of this Agreement (including pricing and other terms reflected in all Order Forms hereunder), the Customer Data, the Service, Content, business and marketing plans, technology and technical information, product designs, and business processes. Confidential Information shall 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) was independently developed by the Receiving Party without breach of any obligation owed to the Disclosing Party; or (iv) is received from a third party without breach of any obligation owed to the Disclosing Party.

7.2. The Receiving Party shall not disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, except with the Disclosing Party's prior written permission.

7.3. Each party agrees to protect the confidentiality of the Confidential Information of the other party in the same manner that it protects the confidentiality of its own confidential information of like kind (but in no event using less than reasonable care).

7.4. If the Receiving Party is compelled by law to disclose Confidential Information of the Disclosing Party, it shall provide the Disclosing Party with prior notice of such 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.

7.5. If the Receiving Party discloses or uses (or threatens to disclose or use) any Confidential Information of the Disclosing Party in breach of confidentiality protections hereunder, the Disclosing Party shall have the right, in

addition to any other remedies available to it, to seek injunctive relief to enjoin such acts, it being specifically acknowledged by the parties that any other available remedies are inadequate.

8. REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

8.1. FinDock warrants that during an applicable subscription term the Service will perform materially in accordance with the applicable Documentation. For any breach of this warranty, Customer's exclusive remedies are those described in the "Term and Termination" section below.

8.2. 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. Pilot services, beta services and Content are provided "as is," and as available exclusive of any warranty whatsoever.

8.3. FinDock is not responsible for any delays, delivery failures, or any other loss or damage resulting from the transfer of data over communications networks and facilities, including the internet, that are not provided by FinDock or any of its subcontractors. Customer acknowledges that the Service and Content may be subject to limitations, delays and other problems inherent in the use of such communications facilities.

8.4. FinDock will not be responsible for, and shall have no liability for, any loss or damage caused by third party services used by Customer, such as financial services providers and payment services providers.

8.5. Other than as expressly provided in this Agreement, the Service and Content is provided on an "as is" basis and all conditions, representations and warranties, whether express, implied, statutory or otherwise, are excluded to the full extent permissible by law.

9. MUTUAL INDEMNIFICATION

9.1. FinDock shall indemnify and hold Customer harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with a claim alleging that the Service directly infringes the Intellectual Property Rights of a third party, provided that Customer
(a) promptly gives written notice of the claim to FinDock;
(b) gives FinDock sole control of the defense and settlement of the claim (provided that FinDock may not settle or defend any claim unless it unconditionally releases Customer of all liability);
(c) provides to FinDock all available information and assistance; and (d) has not compromised or settled such claim.

9.2. Customer shall indemnify and hold FinDock, its licensors and each such party's parent organizations, subsidiaries, affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) arising out of or in connection with:
(a) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party,
(b) a breach of Customer's representations and warranties in this Agreement; or
(c) a claim arising from the breach by Customer or Customer's Users of this Agreement,
provided in any such case that FinDock: (i) gives written notice of the claim promptly to Customer; (ii) gives Customer sole control of the defence and settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases FinDock of all liability and such settlement does not affect FinDock's business or Service), (iii) provides to Customer all available information and assistance and
(iv) has not compromised or settled such claim.

9.3. In no event shall FinDock, its employees, agents and subcontractors be liable to Customer pursuant to clause 9.1. to the extent that the alleged infringement is based on:
(a) Modification of the Service or Content by anyone other than FinDock (save where such modification was consented to by FinDock in writing), or
(b) Customer's use of the Service or Content in a manner contrary to the written instructions given to Customer by FinDock, or
(c) Customer's use of the Service or Content after written notice of the alleged or actual infringement from FinDock or any appropriate authority was provided to Customer.

Article 10. LIMITATION OF LIABILITY

10.1. In no event shall the aggregate liability of each party 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 Service 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.

10.2. 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.

11. TERM AND TERMINATION

11.1. This Agreement commences on the date Customer first accepts it and continues until all subscriptions hereunder have expired or have been terminated..

11.2. The term of each subscription shall be as specified in the applicable Order Form. Except as otherwise specified in an Order Form, subscriptions will automatically renew for additional periods equal to the expiring subscription term or one year (whichever is shorter), unless either party gives the other written notice (email acceptable) at least 30 days before the end of the relevant subscription term. Except as expressly provided in the applicable Order Form, renewal of discounted or one-time priced subscriptions will be at FinDock's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which the number of Active Contacts and PayLink Transactions or subscription length for the Service has decreased from the prior term will result in re-pricing at renewal without regard to the prior term's per-unit pricing.

11.3. Either party may terminate this Agreement or reduce the number of Active Contacts and Paylink Transactions effective only upon the expiration of the then current License Term, by notifying the other party in writing at least forty-five (45) days prior to the expiry of the License Term. In the case of free trials, notifications provided through the Service indicating
the remaining number of days in the free trial shall constitute notice of termination.

11.4. Without affecting any other right or remedy available to it, either party may terminate this Agreement with immediate effect by giving written notice to the other party if:
(a) the other party commits a material breach of any other term of this Agreement which breach is irremediable or (if remediable) fails to remedy that breach within 45 days of being notified in writing to do so, or
(b) an order is made or a resolution is passed for the winding up of the other party, a provisional liquidator is appointed in respect of the other party, an administration order is made in respect of the other, a receiver is appointed in respect of the other or all or any of its assets, or any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the aforementioned events, or
(c) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

11.5. FinDock may terminate this Agreement with immediate effect by giving written notice to Customer if Customer fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment.

11.6. FinDock may terminate a free account at any time in its sole discretion.

11.7. On termination of this Agreement for any reason:
(a) all applicable Active Contacts and Paylink Transactions and the license granted shall immediately terminate,
(b) any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before termination shall not be affected or prejudiced.

12. GENERAL PROVISIONS

12.1. The Service, Content, other FinDock technology, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. FinDock and Customer each represent that it is not named on any U.S. government denied-party list. Customer will not permit any User to access or use the 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.

12.2. This Agreement is the entire agreement between FinDock and Customer regarding Customer's use of the Service and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. The parties agree that any term or condition stated in a Customer purchase order or in any other Customer order documentation (excluding Order Forms) is void. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Order Form, (2) this Agreement, and (3) the Documentation. Titles and headings of sections of this Agreement are for convenience only and shall not affect the construction of any provision of this Agreement.

12.3. 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 Service system administrator designated by Customer.

12.4. 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), 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, FinDock 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.

12.5. This Agreement shall be governed by Dutch law without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the Dutch courts.

12.6. 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.

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

12.8. Customer agrees that Customer's purchase of subscriptions is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written public comments made by FinDock with respect to future functionality or features.

12.9. No joint venture, partnership, employment, or agency relationship exists between Customer and FinDock as a result of this agreement or use of the Service.