



MASTER SERVICES AGREEMENT

THIS MASTER SERVICES AGREEMENT is made and entered into by and between Cash Flow Management, LLC, a Delaware Limited Liability Company d/b/a Kinective, including its affiliates and subsidiaries (collectively, "Kinective"), having a mailing address of 410 E. Rivulon Blvd, Suite 111, Gilbert, AZ, 85295 (Attn: Legal Department), and your organization ("*Customer*") as of the Effective Date (defined below). The individual accepting this Agreement on behalf of Customer represents that they have the authority to bind Customer to this Agreement. If the individual does not have such authority, or if the individual does not agree with the terms and conditions of this Agreement, such individual must not accept this Agreement and may not use the Service and/or any free trial. Kinective and Customer may be referred to herein, collectively, as the "*Parties*" and each, individually, as a "*Party*." This "*Agreement*" includes the General Terms and Conditions attached hereto, the Exhibits referenced below (to the extent applicable), specific terms incorporated herein via a URL link as set forth below, and any SOWs entered hereunder, all of which are hereby incorporated into and made part of this Agreement. Either [Exhibit B](#) and/or [Exhibit C](#) will apply based on the type of software made available to Customer and [Exhibit D](#) will apply if Professional Services are included. Addendum A-1 through A-3 may be in scope depending on whether the relevant product makes up Customer's Sales Order in [Exhibit A](#).

EXHIBIT	TITLE
Exhibit A	Customer's Software and Services Sales Order
Exhibit B	Access Rights: Subscription (SAAS) Software
Exhibit C	Access Rights: Licensed Software
Exhibit D	Professional Services

GENERAL TERMS AND CONDITIONS

This section of the Agreement is referred to as the "*General Terms and Conditions*" section and forms a part of the Agreement.

1. DEFINED TERMS.

"**Agreement**" is defined in the preamble.

"**Confidential Information**" is defined in Section 4.1 below.

"**Customer**" is defined on the Sales Order.

"**Customer Content**" is defined in Section 2.4 below.

"**Customer Indemnity Responsibility**" is defined in Section 6.1 below.

"**Documentation**" is defined in Section 3 of [Exhibit C](#).

"**Effective Date**" means the date on which Customer executes a valid Sales Order or the first date of Customer's access or use of the Service in any manner.

"**Exhibit(s)**" means all applicable exhibits attached hereto and incorporated herein.

"**GLBA**" means the Gramm-Leach-Bliley Act, codified under 15 U.S.C. §314, including its regulations, each as amended.

"**Hosting Provider**" is defined in Section 4 of [Exhibit B](#).

"**Improvements**" is defined in Section 9 of [Exhibit C](#).

"**Initial Term**" is defined in Section 7.1 below.

"**Kinective**" is defined in the preamble.

"**License**" is defined in Section 3 of [Exhibit C](#).

"**Licensed Software**" is defined in Section 1 of [Exhibit C](#).

"**Location**" is defined in Section 3 of [Exhibit C](#).

"**Nonpublic Personal Information**" or "**NPI**" is defined in Section 4.4 below.

"**Party**" or "**Parties**" is defined in the preamble.

"**Professional Services**" is defined in Section 1 of [Exhibit D](#).

"**Renewal Term**" is defined in Section 7.1 below.

"**Sales Order**" means Exhibit A and contains the details of Customer's Software and Services purchase. "Sales Order" and "Exhibit A" may be used interchangeably herein.

"**Software**" is defined in Section 2.1 below.

"**Statement of Work**" or "**SOW**" is defined in Section 2.1 below.

“**Subscription Software**” is defined in Section 1 of Exhibit B.

“**Term**” is defined in Section 7.1 below.

“**Usage Data**” is defined in Section 4.2 below.

2. SERVICES.

2.1 Software and Services. The Software and services (including making Subscription Software available to Customer) under this Agreement are set forth in the Exhibits hereto. “*Software*” means collectively, or individually, as applicable, the Licensed Software and Subscription Software (as each are defined in the Exhibits). Software may also include certain hardware upon which Software or firmware resides that is being licensed to Customer hereunder. Exhibit A lists the specific Software that Customer is licensing or subscribing to as well as the services being purchased. Exhibits B and C automatically form part of this Agreement based on the type of Software being licensed or subscribed to by Customer. Professional Services elected under Exhibit D are subject to the additional details that are specified in Exhibit A and/or a written statement of work or change order thereto, in each case executed by both Parties (“*Statement of Work*” or “*SOW*”). Each Statement of Work shall be in substantially the form of Kinective’s standard SOW. In the event of a conflict between the terms of this Agreement and the terms of a SOW, the terms of this Agreement shall control unless the SOW explicitly overrides a specific provision of this Agreement. Each executed Statement of Work shall be considered incorporated herein and subject to the terms of this Agreement.

2.2 Implementation and Training. Before certain of the Software can be fully used, it may need to be installed, implemented or configured by Customer or for Customer by Kinective (or its contractor), or Customer must be trained on the use of the Software. Kinective may offer certain standard implementation and/or training services to Customer either as a set cost described on Exhibit A or for no additional cost. To the extent any such services are not subject to the terms of a SOW, all such services shall be performed remotely, and all training shall be a one-time train-the-trainer training session for the associated Software. Any other installation or configuration services provided by Kinective (or its contractor) will be provided pursuant to a SOW and the Professional Services Addendum set forth as Exhibit D. Customer acknowledges that (i) once the Subscription Software has been initially configured for Customer and accepted by Customer, any change in the data sources used in such initial configuration may negatively affect operation of the Software and (ii) the addition or deletion of data sources after such initial configuration will require additional professional services from Kinective, for which Customer will incur additional fees.

2.3 Customer Cooperation. Customer shall reasonably cooperate with Kinective and timely provide such background information, documentation, access to its personnel, hardware or other internal resources, and directions as necessary for Kinective to provide the services ordered by Customer. In the event of any failure or delay on the part of Customer in this regard, any timeframe for performance will be equitably adjusted in the event that such failure or delay impedes the performance of Kinective, and Kinective shall not be in breach of its performance obligations.

2.4 Customer Content. As between the Parties, Customer owns all right, title and interest, including all intellectual property rights, in and to the Customer Content. Customer hereby grants Kinective and its contractors the right to extract the Customer Content from Customer’s computer systems (including equipment of Customer’s suppliers), in a mutually agreed upon manner and copy, distribute, display, perform, modify and otherwise use the Customer Content as necessary for providing the Software and associated services hereunder to Customer and for performing its obligations and exercising its rights under this Agreement. Except as expressly provided in the Agreement, Customer reserves all rights with respect to the Customer Content and Kinective shall not have or exercise any such rights not expressly granted. “*Customer Content*” means all data of Customer (or its customers) processed by or through the Software or accessed by Kinective in providing ancillary support services to Customer. Customer alone is responsible for obtaining any required data subject consents to permit use of Customer Content.

2.5 No Implied Licenses; Reserved Rights. As between the Parties, Kinective owns all rights, title, and interest (including all intellectual property rights and moral rights and their equivalents) in and to the Software. Except for the express licenses and related rights relating to the Software granted herein to Customer under Exhibits B and C, no other licenses are granted by implication, estoppel or otherwise and all rights not specifically granted are reserved by Kinective and its licensors. No Software ownership is sold, transferred or conveyed under this Agreement (including for Software or firmware embedded on hardware). Nothing in this Agreement precludes Kinective from making available its services and Software to any other business or party, or precludes Customer from sourcing similar offerings from third parties.

2.6 Compliance Audits. Throughout the Term, Kinective will have the right at its own expense and upon reasonable prior notice, to inspect Customer’s premises and facilities to review and evaluate Customer’s use of the Software in accordance with this Agreement. Customer agrees to provide reasonable cooperation to Kinective in connection with any such inspection. Kinective reserves the right to assess Customer additional fees if authorized users or devices exceed Customer’s ordered amounts.

2.7 Notices. Customer shall not remove or alter any copyright or trademark notices and shall ensure that all copies of the Software and Documentation in Customer’s possession or control incorporate copyright and other proprietary notices in any manner reasonably requested by Kinective. Customer promptly shall notify Kinective in writing upon its discovery of any unauthorized use or copying of the Software or Documentation or other infringement of Kinective’s proprietary rights therein.

2.8 Compliance with Laws. Customer’s use of the Software shall comply in all respects with all applicable laws, statutes, regulations, ordinances or other rules promulgated by governing authorities having jurisdiction over the Parties or the Software.

3. FEES AND EXPENSES; PAYMENTS.

3.1 Fees. Kinective will invoice Customer in advance for Software made available under Exhibit A subject to the payment terms below. For Professional Services, Kinective will invoice Customer monthly unless otherwise set forth in the applicable Exhibit or SOW. Customer shall pay to Kinective, without offset or deduction, certain fees, in such amounts as may be determined by reference to the applicable Exhibit/SOW. Unless otherwise provided therein, all such fees shall be due and payable within thirty (30) calendar days after receipt of Kinective’s invoice. Any payment not received within thirty (30) days

of the applicable due date shall be considered past due. Beginning on the thirty-first (31st) day, such overdue amounts shall accrue interest at a rate of three (3%) per month, or the maximum rate permitted by applicable law, whichever is less, until paid in full. Unless otherwise stated in any Statement of Work or amendment thereto, any cost estimate set forth in such SOW is for budgetary purposes only and is not a fixed lump-sum bid. Kinective reserves the right to raise its Software-related fees annually, such increase not to exceed the greater of 10% or the average change in the Consumer Price Index for All Urban Consumers over the prior twelve (12) month unless otherwise agreed by Customer and Kinective in writing. Kinective also reserves the right to raise its Software-related fees for any specific Software in a greater amount than set forth in the previous sentence, but must provide notice to Customer at least one hundred twenty (120) days prior to the effective date of such increase, with Customer having thirty (30) days to notify Kinective of Customer's rejection of such price increase, in which case Customer's license or subscription to such Software shall terminate at the end of the then-current license or subscription term, as applicable. Kinective's services fees or Professional Services fees will be available at Kinective's then current rates, without reference to the limitation in the prior sentences. Annual Software fees will be due once every 12 months. Overdue fees will accrue interest at a rate of 1.5% per month (18% per annum). Kinective reserves the right to charge its costs of collection of unpaid fees to Customer and suspend access to Software and/or any related services for unpaid Software fees overdue 60 days or more. Notwithstanding the foregoing or anything else herein to the contrary, Customer must assert any/all invoice disputes or fee-related claims within sixty (60) days of the invoice date. Any dispute regarding an invoiced amount shall be asserted in good faith and in writing within the aforementioned time period. Such written notice must include a detailed explanation of the basis for the dispute. Customer's failure to assert a billing dispute in writing and with the required detail within sixty (60) days of the invoice date shall constitute Customer's waiver of any and all claims, set-offs, or rights to challenge the invoice.

3.2 Authorized Devices / Users. Where access to Software is made available on a per device, per location, or per authorized user / seat basis, the number ordered by Customer (and amount upon which fees due to Kinective are calculated) will be set forth in Exhibit A or in an amendment or addendum updating Exhibit A. Customer shall have a right to decrease or increase such number, annually in advance of invoicing of annual fees due for the Software upon prior written notice to Kinective of no less than 120 days prior to the end of the then current applicable annual billing period, subject to any required minimums set forth in the Exhibits.

3.3 Asset Size Fees and Significant Transactions. Certain Software is subscribed to or licensed based on Customer's asset size, which shall be listed in Exhibit A. In the event that there is a Significant Transaction (as defined below), Customer hereby agrees (i) that Customer will provide Kinective with prior written notice of such Significant Transaction as well as an estimate of the related increase in Customer's consolidated assets, if any, as a result of such Significant Transaction, and (ii) that upon the closing of such Significant Transaction, the applicable annual Software fees will automatically be increased (x) by adding 14% per \$100 million in assets added (which shall be pro-rated for assets of less than \$100 million), to the extent that Customer's and its affiliates' aggregate asset size after such Significant Transaction is less than or equal to \$1 billion, and (y) by adding 7% per \$1 billion in assets added (which shall be pro-rated for assets of less than \$1 billion), to the extent that Customer's and its affiliates' aggregate asset size after such Significant Transaction is more than \$1 billion. In addition, Kinective may limit the number of Customer's licenses of the Software as a result of such Significant Transaction. For purposes of this Section 3.3, the term "**Significant Transaction**" means the direct or indirect acquisition of all or substantially all the assets or equity of Customer by a third party, or the direct or indirect acquisition by Customer of all or substantially all the assets or equity of a third party, including via the consolidation or merger of a third party with or into Customer.

3.4 Customer Operating Expenses. Customer will bear all expenses it incurs in connection with this Agreement.

3.5 Taxes. Customer will pay all sales, use and other taxes, export and import fees, customs duties and similar charges (other than taxes based on Kinective's income) applicable to any services delivered under this Agreement.

3.6 Subpoena and Related Fees. If Kinective is required to provide data or information relating to Customer's use of services under this Agreement as a result of a subpoena or other legal process in a proceeding to which Kinective is not a party, Customer agrees to pay Kinective's standard hourly rates for complying with such requirement and reimburse Kinective for all out of pocket expenses and reasonable attorneys' fees incurred by Kinective in complying with such requirement.

4. TREATMENT OF CONFIDENTIAL INFORMATION.

4.1 Ownership of Confidential Information. The Parties acknowledge that during the performance of this Agreement, each Party will have access to certain of the other Party's Confidential Information or Confidential Information of third parties that the disclosing Party is required to maintain as confidential. Both Parties agree that all items of Confidential Information are proprietary to the disclosing Party or such third party, as applicable, and will remain the sole property of the disclosing Party or such third party. "*Confidential Information*" means all written, oral or digital information, disclosed by either Party to the other (or learned by the Party in connection with this Agreement), related to the operations, technology, business, personnel or customers of either Party that has been identified as confidential or that by its nature would be regarded as proprietary or confidential by a reasonable person in either of the Party's industries. For purposes of this Agreement, the terms of this Agreement, all Software (including its source code and specific functionality) and associated Documentation will be deemed Confidential Information of Kinective, and the Customer Content will be deemed Confidential Information of Customer. Customer waives any proprietary or confidentiality interest in any feedback provided by Customer to Kinective regarding services under this Agreement, which feedback may be used by Kinective in any manner it sees fit and shall be considered to be Confidential Information of Kinective and not Customer.

4.2 Mutual Confidentiality Obligations. Each Party agrees as follows: (i) to use Confidential Information of the disclosing Party only for the performance of this Agreement or the exercise of rights hereunder; (ii) that such Party will not reproduce Confidential Information disclosed by the other Party except as expressly authorized under this Agreement, and will hold in confidence and protect such Confidential Information from dissemination to, and use by, any unauthorized third party; (iii) that neither Party will create any derivative work from Confidential Information disclosed to such Party by the other Party; (iv) to restrict access to the Confidential Information disclosed by the other Party to such of its personnel, agents, and/or consultants, if any, who have a need to have access and who have been advised of and, if not employed by such Party, have agreed in writing to treat such information in accordance with the terms of this Agreement; and (v) to return or destroy all Confidential Information disclosed by the other Party that is in its possession upon request of the other Party.

Notwithstanding the foregoing, Customer agrees that Kinective may collect, aggregate and analyze statistical data regarding Customer's use of services hereunder ("*Usage Data*"), use such Usage Data to improve its services and analyze market trends and provide such Usage Data and associated statistics and analysis to third parties, provided that in so doing Kinective shall not identify Customer (or any individual Customer personnel or customers) as the source of any specific data. As between the Parties, Usage Data will be the Confidential Information of Kinective.

4.3 Confidentiality Exceptions. Notwithstanding the foregoing, the provisions of Sections 4.1 and 4.2 will not apply to Confidential Information that (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by persons not bound by confidentiality obligations with respect thereto; (iv) is already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing Party without restriction. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall (if legally permissible) first have given written notice to the other Party and cooperate with legally permissible efforts of the other Party to obtain a protective order.

4.4 Security and Special Protection of Customer's Customer Information. Kinective's standard information security and privacy standards are set forth at www.kinective.io/msa-information-security-and-privacy-standards, the terms of which are incorporated herein by reference. With respect to Confidential Information that includes any of Customer's customer information that is "Nonpublic Personal Information" (or "NPI" within the meaning of the GLBA), Kinective agrees to implement commercially reasonable administrative, technical and physical safeguards to: reasonably secure from unauthorized access or destruction, and maintain in confidence, the Customer's customer information to the extent processed through the Software or available to Kinective in connection with its support services to Customer. Kinective acknowledges that Customer is subject to complying with the GLBA, and that Kinective is considered a "service provider" to Customer under the GLBA. Kinective agrees not to use any NPI for its own benefit or for any purpose other than to perform this Agreement (and in connection with any dispute resolution proceeding with Customer under this Agreement). Kinective will not disclose any NPI to anyone other than its employees, subcontractors or agents who owe Kinective an obligation of confidentiality with respect thereto (and in accordance with this Section 4) and need to know or are required to have the information to enable Kinective to perform this Agreement (and in connection with any dispute resolution proceeding with Customer under this Agreement). Kinective will process NPI in accordance with any privacy laws applicable to Kinective as a service provider to Customer. Kinective's data security provisions for NPI it accesses will be consistent with the standards of NCUA Rule Part 748 A&B, or similar standards as determined by Kinective, including, but not limited to, requiring employees with access to NPI to agree to the similar confidentiality requirements of this section. At a minimum, Kinective's safeguards for the protection of NPI shall include: (i) limiting access of NPI to authorized employees and contractors; (ii) reasonably securing business facilities, data centers, paper files, servers, back-up systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (iii) implementing network, device application, database and platform security; (iv) securing information transmission, storage and disposal; (v) implementing authentication and access controls within media, applications, operating systems and equipment; (vi) encrypting NPI stored on any mobile media; (vii) encrypting NPI transmitted over public or wireless networks; (viii) strictly segregating NPI of Customer from data of Kinective's other customers so that NPI is not commingled with any other types of information; (ix) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law for all employees with access to NPI; and (x) providing appropriate privacy and information security training to Kinective's employees.

4.5 Special Audit Cooperation. Kinective agrees at Customer's request and as part of Kinective's Confidential Information to provide copies of the various information security audit reports used by Kinective in its Information Security Management System (ISMS). As applicable, this includes but is not limited to SOC 2, ISO 27001, PCI and Penetration Testing reports, as well as SOC 2 reports for Kinective's hosting provider. These reports are Kinective's Confidential Information.

4.6 Limited Use of Offshore Resources. Kinective is a global fintech company with clients located in the US, Australia, the UK, and New Zealand, among others. Kinective third-party resources are primarily located in the US, but Kinective makes limited use of US and non-US-based global service providers that use non-US based staff in certain areas of their services, primarily for operations, support, delivery, and engineering. Any use of resources, including resources located outside the US, falls under the Kinective Information Security Management System (ISMS) Security Policies. Kinective maintains and stores data in the US only. No data will be stored offshore, unless and to the extent the same is required by applicable law, or as otherwise agreed to by the parties. All vendors and subcontractors used by Kinective are subject to the same on-boarding and security practices that Kinective employees must follow. At times, non-US based personnel may participate in the support and delivery of Software and services used by your institution. Technical safeguards and confidentiality obligations are in place to help ensure the safety and privacy of your NPI and other sensitive data.

4.7 Customer Responsibilities. Customer will (a) be responsible to use Kinective's products and/or services in compliance with this Agreement, including without limitation all provided documentation, statements of work, and sales orders of any kind, (b) be responsible for the accuracy, quality and legality of Customer Content and NPI, the means by which Customer acquired Customer Content, Customer's use of Customer Content with the products and/or services, and the interoperation of any non-Kinective applications with which Customer uses Kinective's products or services or Customer Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of products and/or services and Customer Content, and notify Kinective promptly of any such unauthorized access or use, (d) use the products and/or services and Customer Content only in accordance with this Agreement, provided documentation, and all applicable policies, including Kinective's Artificial Intelligence Acceptable Use Policy available at <http://kinective.io/legal>, and applicable laws and government regulations. Any use of the Services in breach of the foregoing by Customer or its authorized users that in Kinective's judgment threatens the security, integrity or availability of Kinective's products and/or services, may result in Kinective's immediate suspension of the same; however, Kinective 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.

4.8 Survival. Section 4 survives and applies to each Party as long as it retains any Confidential Information of the other.

5. MUTUAL REPRESENTATIONS. Each Party hereby represents and warrants (i) that it is duly organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization; (ii) that the execution and performance of this Agreement will not conflict with any agreement to which such Party is bound or violate any law having applicability to such Party; and (iii) that this Agreement, when executed and delivered, will constitute a valid and binding obligation of such Party and will be enforceable against such Party in accordance with its terms.

6. LIMITATIONS OF LIABILITY.

6.1 Indemnification of Customer. Kinective agrees to (i) indemnify and defend Customer against a claim by a third party alleging that the Software, solely when used as authorized herein, infringes such third party's intellectual property rights, and (ii) pay all damages that are finally awarded in judgment or agreed to in settlement thereof; provided, however, that Customer promptly notifies Kinective in writing of the claim, cooperates with Kinective, and allows Kinective sole authority to control the defense and settlement of such claim. This Section 6.1 shall not apply to the extent the alleged infringement or misappropriation arises from third party software used in the Software or from: (1) modification of the Software by Customer or anyone else without Kinective's written permission; (2) combination, operation or use of the Software with other software, hardware or technology not provided by Kinective; or (3) any Customer Content (any of the foregoing circumstances under clauses (1), (2), or (3), a "*Customer Indemnity Responsibility*"). In the event of any claim or threatened claim of infringement, or if in Kinective's opinion any Software made available to Customer is or could be the subject of such a claim, Kinective reserves the right at its expense and discretion to (x) obtain a license to use the allegedly infringing material, (y) substitute non-infringing materials for the allegedly infringing materials (in whole or in part, but without impairing in any material respect the functionality or performance thereof), or (z) if neither (x) nor (y) is feasible in Kinective's determination, immediately terminate Customer's use of the applicable Software and/or this Agreement, and return to Customer any unused prepaid fees with respect to the affected Software or this Agreement, as applicable. THIS SECTION 6.1 STATES KINECTIVE'S ENTIRE OBLIGATION AND LIABILITY WITH RESPECT TO ANY CLAIM OF INFRINGEMENT OR MISAPPROPRIATION.

6.2 Customer's Indemnity Obligations. Customer agrees to indemnify and defend Kinective against any lawsuit by a third party (i) claiming intellectual property infringement or misappropriation stemming from a Customer Indemnity Responsibility, or (ii) caused by Customer's violation of applicable law or breach of this Agreement; and Customer agrees to pay all damages that are finally awarded in judgment or agreed to in settlement thereof; provided, however, that Kinective promptly notifies Customer in writing of the claim, cooperates with Customer, and allows Customer sole authority to control the defense and settlement of such claim.

6.3 Consent for Settlement. Neither Party shall settle any claim against the other Party without the other Party's prior written consent, which shall not be unreasonably delayed, withheld or conditioned.

6.4 Disclaimer. UNLESS AND TO THE EXTENT OF ANY EXPRESS WARRANTY SET FORTH IN THIS AGREEMENT, ALL SERVICES / SOFTWARE PROVIDED BY KINECTIVE ARE PROVIDED "AS IS," AND KINECTIVE DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION, DESIGN, CONDITION, CAPACITY, PERFORMANCE, TITLE, AND/OR DATA ACCURACY. KINECTIVE DOES NOT WARRANT THAT ANY SOFTWARE OR SERVICES PROVIDED BY KINECTIVE WILL MEET CUSTOMER'S REQUIREMENTS OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

6.5 Exclusions of Remedies; Limitation of Liability. EXCEPT IN THE EVENT OF THIRD PARTY INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTIONS 6.1 OR 6.2, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. EXCEPT IN THE EVENT OF THIRD PARTY INDEMNIFICATION OBLIGATIONS PURSUANT TO SECTIONS 6.1 OR 6.2, THE CUMULATIVE LIABILITY OF A PARTY FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, INDEMNITY OR STRICT LIABILITY, WILL NOT EXCEED AN AMOUNT EQUAL TO THE FEES PAID OR PAYABLE TO KINECTIVE UNDER THE EXHIBIT GIVING RISE TO THE CLAIM IN THE 12 MONTHS PRECEDING THE CLAIM. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

6.6 Essential Basis of the Agreement. Customer acknowledges and understands that the disclaimers, exclusions and limitations of liability set forth in this Section 6 form an essential basis of the agreement between the Parties, that the Parties have relied upon such disclaimers, exclusions and limitations of liability in negotiating the terms and conditions in this Agreement.

7. TERM AND TERMINATION.

7.1 Term. The term of this Agreement will commence on the Effective Date, and will continue for an initial period as set forth on the Sales Order (the "*Initial Term*"), unless earlier terminated in accordance with this Section 7, and will automatically renew for successive three (3)-year terms (each, a "*Renewal Term*", and together with the Initial Term, collectively, the "*Term*") unless either Party gives written notice of its election not to renew not less than one hundred twenty (120) days prior to the expiration date of the then-current Initial Term or Renewal Term or terminates this Agreement earlier as provided herein.

7.2 Termination. Either Party may terminate this Agreement in the event the other Party breaches this Agreement and fails to cure the breach within thirty (30) days' written notice thereof from the non-breaching Party. Breach, violation or default by Customer will include but not be limited to, any of the following by Customer or its contractor, agent, representative, affiliate or employee: (i) any attempt to reverse engineer or otherwise infringe Kinective's proprietary rights;

(ii) violation of Software access rights or limits on use thereof hereunder; (iii) nonpayment of fees or other amounts provided for hereunder within sixty (60) days of Customer's receipt of an invoice therefore; (iv) any attempt to assign this Agreement; (v) breach of confidentiality obligations hereunder; and (vi) misuse of the source code of the Software. In the event of termination of this Agreement for Customer's uncured breach or by Customer without cause, Customer shall be liable to Kinective for all past-due fees as well as all fees that would have been due from Customer for the remainder of the Term.

7.3 Termination Upon Bankruptcy or Insolvency. Either Party may terminate this Agreement upon written notice to the other Party, in the event (i) that the other Party becomes insolvent or unable to pay its debts when due; (ii) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within 60 days after such filing; (iii) the other Party discontinues its business; or (iv) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors.

7.4 Effect of Termination. Termination of this Agreement for any reason (other than expiration) automatically terminates all open Exhibits hereunder and any open SOWs, unless otherwise specifically agreed in writing by both Parties. Expiration of this Agreement shall not automatically terminate any open Exhibits or SOWs, which shall remain in force subject to their expiration dates unless earlier terminated. Upon any termination of this Agreement or the applicable Exhibits or SOWs, (i) Customer shall immediately uninstall and cease use of all Licensed Software subject to Exhibit C; (ii) Customer may request a return of Customer Content in Kinective's possession; (iii) Customer will return within 3 business days of Kinective's request, or with Kinective's written consent destroy, all copies of the Subscription Software subject to Exhibit B, all Documentation, all Confidential Information of Kinective, and other materials delivered or furnished by or on behalf of Kinective to Customer, and cease use of the Software; and (iv) Customer will within not more than thirty (30) days from receipt of a final invoice from Kinective promptly pay to Kinective all outstanding amounts due and payable under this Agreement. The individual Exhibits may contain additional effects of termination.

7.5 Survival. The provisions of Sections 3, 4, 6, 7.4, 7.5, and 8 of these General Terms and Conditions will survive the termination of this Agreement. Additional terms shall survive according to the survival terms of the applicable Exhibit or SOW.

8. MISCELLANEOUS.

8.1 Entire Agreement. This Agreement, including its Exhibits, SOWs and other documents incorporated herein (such as Kinective's invoices to Customer) collectively set forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein. No contrary or supplemental terms in a Customer ordering document shall apply; all such contrary or supplemental terms shall be void.

8.2 Independent Contractors. In making and performing this Agreement, Customer and Kinective act and will act at all times as independent contractors, and, except as expressly set forth herein, nothing contained in this Agreement will be construed or implied to create an agency, partnership or employer and employee relationship between them. Except as expressly set forth herein, at no time will either Party make commitments or incur any charges or expenses for, or in the name of, the other Party.

8.3 Notices under this Agreement. All legal notices required by or relating to this Agreement shall be in writing and shall be sent by means of certified mail, postage prepaid or overnight courier to the Parties at the addresses set forth on the Sales Order, or to such other address as a Party may provide by written notice in accordance with this provision. All notices shall be effective upon receipt.

8.4 Amendments; Modifications. This Agreement may not be amended or modified except in a writing duly executed by authorized representatives of both Parties.

8.5 Assignment; Delegation. Customer shall not assign any of its rights or delegate any of its duties under this Agreement (by operation of law or otherwise) without the express, prior written consent of Kinective (not to be unreasonably withheld), and, absent such consent, any attempted assignment or delegation will be null, void and of no effect. If Customer offers to sell 50% or more of ownership interests in Customer (in the aggregate, in one or more transactions) during the Term, Customer will be deemed to be engaging in an assignment that requires consent from Kinective. Kinective may subcontract or delegate services under this Agreement to a subcontractor or an affiliate, whereby Kinective shall remain responsible for such subcontractor or an affiliate as if Kinective was itself performing, and this Agreement shall be assignable by Kinective (by merger, sale or otherwise) as long as the assignee assumes all of Kinective's obligations under this Agreement in writing.

8.6 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

8.7 Severability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable.

8.8 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

8.9 Force Majeure. Except with respect to payment obligations, if a Party is prevented or delayed in performance of its obligations hereunder as a result of circumstances beyond such Party's reasonable control, including, by way of example, war, riot, fires, floods, epidemics, pandemics, cybersecurity incidents, third-party service disruptions (including widespread or regional network, power, Internet, telecommunication unavailability or operational outages, such as those affecting critical

hosting infrastructure), or failure of public utilities or public transportation systems, such failure or delay will not be deemed to constitute a material breach of this Agreement, but such obligation will remain in full force and effect, and will be performed or satisfied as soon as reasonably practicable after the termination of the relevant circumstances causing such failure or delay.

8.10 Controlling Law and Dispute Resolution. THIS AGREEMENT WILL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF DELAWARE, WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES THEREOF OR TO THE UNITED NATIONS CONVENTION ON THE INTERNATIONAL SALE OF GOODS. THE PARTIES SHALL ATTEMPT IN GOOD FAITH TO RESOLVE PROMPTLY BY NEGOTIATION BETWEEN EXECUTIVES ANY DISPUTE ARISING OUT OF OR RELATING TO THIS AGREEMENT. IF SUCH NEGOTIATIONS ARE UNSUCCESSFUL, SUCH DISPUTE SHALL BE SETTLED BY ARBITRATION BY A SOLE ARBITRATOR EXPERIENCED IN INTELLECTUAL PROPERTY AND SOFTWARE DISPUTES AND IN ACCORDANCE WITH THE THEN CURRENT COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (AAA), AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR SHALL BE FINAL AND BINDING AND MAY BE ENTERED BY ANY COURT HAVING JURISDICTION THEREOF. THE PLACE OF ARBITRATION SHALL BE IN MARICOPA COUNTY, ARIZONA, AND THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE. THE ARBITRATOR SHALL HAVE NO POWER OR AUTHORITY TO AWARD DAMAGES IN EXCESS OF COMPENSATORY DAMAGES OR TO AWARD DAMAGES WAIVED UNDER ANY LIMITATION OF LIABILITIES PROVISION HEREIN, AND EACH PARTY EXPRESSLY WAIVES AND FOREGOES ANY RIGHT TO PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES. Notwithstanding the foregoing, Kinective may seek injunctive or equitable relief in the federal or state courts of Maricopa County, Arizona (to which the Parties hereby submit and waive any claim of an inconvenient forum) in the event of any breach or threatened breach of the provisions of this Agreement protecting Kinective's confidential or proprietary information and intellectual property rights. **Any and all claims in connection with this Agreement shall be brought by Customer within one (1) year of when the applicable claim accrues or shall be forever barred.**

8.11 WAIVER OF JURY TRIAL. Each Party hereby knowingly, voluntarily, and intentionally waives any rights it may have to a trial by jury in respect of any action or proceeding arising out of or related to this Agreement or the Services provided hereunder.

8.12 EXPORT CONTROLS. None of the Software or underlying information or technology may be downloaded or otherwise exported or re-exported in violation of the laws and regulations of the United States or other applicable jurisdictions.

8.13 RESTRICTED RIGHTS. The Software is provided with RESTRICTED RIGHTS. Use, duplication or disclosure by a federal government entity is subject to restrictions in sub-paragraph (b)(3) of the Rights in Technical Data and Computer Software clause of DFARS 252.227-7013 or subparagraphs (c) (1) and (2) of the Commercial Computer Software-Restricted Rights clause at 48 CFR 52.227-19, as amended and as applicable, and any successor regulations thereto. Manufacturer is Kinective, as identified in the preamble.

8.14 Insurance. At its own expense, each Party shall maintain sufficient insurance to cover its performance of this Agreement. Upon request each Party shall supply the other a current certificate evidencing such insurance coverage. The insurance companies issuing such policies must be rated at least A- by A.M. Best's Rating Service or equivalent. Kinective agrees to provide Customer with at least thirty (30) days prior written notice of any cancellation, non-renewal or significant modification to the scope or limits of coverage set forth above. The availability or unavailability of insurance does not limit a Party's liabilities under this Agreement.

8.15 Equitable Relief. Each Party acknowledges that a breach by the other Party of any confidentiality or proprietary rights provision of this Agreement may cause the non-breaching Party irreparable damage, for which the award of damages would not be adequate compensation. Consequently, the non-breaching Party may institute an action to enjoin the breaching Party from any and all acts in violation of those provisions, which remedy shall be cumulative and not exclusive, and a Party may seek the entry of an injunction enjoining any breach or threatened breach of those provisions, in addition to any other relief to which the non-breaching Party may be entitled at law or in equity.

8.16 Publicity. Kinective shall have the right to use Customer's name and logos in Kinective's marketing materials for the purpose of identifying Customer as a client of Kinective only upon the prior written consent of Customer approving said marketing materials.

8.17 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

8.18 Headings. The headings in this Agreement are inserted merely for the purpose of convenience and will not affect the meaning or interpretation of this Agreement.

[End of General Terms and Conditions]

Exhibit B: Access Rights – Subscription (SAAS) Software

1. **Software.** This Exhibit B applies to the Kinective Software described as Subscription Software in Exhibit A, and any subsequent Software Kinective so designates, which is available to Customer on a software-as-a-service basis by Kinective (“*Subscription Software*”). This Exhibit B also applies to any Kinective hardware that is described as Subscription Software in Exhibit A, which hardware will be delivered to Customer for Customer’s installation and use on Customer’s own systems for use during the term of the associated subscription. The specific Subscription Software that Customer has ordered, and any limits on number of authorized users or data, will be as set forth in Exhibit A or in a separate writing signed by the Parties, such as a Statement of Work, an updated Exhibit A, or in Kinective’s invoice to Customer that is countersigned by Customer.
2. **Background.** This Exhibit is entered into as part of the Master Services Agreement (the “*Agreement*”) to which it is attached. In the event of any conflict between any provision of this Exhibit and the General Terms and Conditions portion of the Agreement, the relevant provisions of the General Terms and Conditions will control. Any capitalized terms used in, but not defined in, this Exhibit have the meanings given to them in the Agreement.
3. **Access Rights.** Subject to the terms and conditions of this Exhibit and subject to Customer being current on all payments due to Kinective and abiding by any limits on number of devices, kiosks, or amounts of data set forth in Exhibit A, Kinective hereby grants to Customer (and end users authorized by Customer, limited to Customer-approved employees and contractors) a non-exclusive, non-transferable right to access and use the features and functions of the Subscription Software on a software-as-a-service basis over the Internet from the United States during the Term consistent with this Agreement and any Documentation, solely for purpose of Customer’s internal business purposes and serving Customer’s customers. Any access or use outside of the United States must be specifically approved by Kinective. Customer shall be responsible for any act or omission by its authorized users that would give rise to a breach by Customer under this Agreement. Customer shall undertake reasonable efforts to make all authorized end users aware of the provisions of this Agreement as applicable to such user’s use of the Subscription Services and shall cause all such users to comply with such provisions. Customer will ensure that each authorized end user that is not a Customer employee will be bound by a written agreement that provides substantially the same or greater protections for Kinective’s Confidential Information as the terms of this Agreement.
4. **SaaS Services** Customer acknowledges that as of the Effective Date of the Agreement, Kinective subcontracts hosting of the Subscription Software (“*Hosting Provider*”), and the Customer hereby consents to the use of Hosting Provider for such purposes. Kinective reserves the right to change such subcontractor in the future at its discretion, but will provide written notice to Customer at least thirty (30) calendar days in advance of the intended change.
5. **Usage Restrictions.** Customer will not (i) copy or duplicate the Subscription Software or Documentation (except in respect of Documentation for Customer’s internal training purposes); (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Software is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify the Software or Documentation, or create any derivative product from any of the foregoing; (iv) provide access to, or use the Software for the benefit of, any person or entity other than Customer; (v) use the Subscription Software for benchmarking purposes or to develop a competing offering; (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer’s rights to use Software under this Agreement; (vii) alter, modify, or transfer to any third party any hardware element of the Software without Kinective’s prior written permission; or (viii) attempt to interfere with operation of the computer systems hosting the Software or access applications or user accounts of third parties hosted on such computer systems. Customer will ensure that its use of the Software and Documentation complies with all applicable laws, statutes, regulations or rules. Any hardware elements of the Software remain Kinective’s property and Customer is subscribing to the use of such hardware during the applicable subscription term.
6. **Access to Subscription Software.** Customer is responsible for providing all hardware, software and communication services necessary for its end users to access the Subscription Software.
7. **Support.** Available support is set forth at www.kinective.io/msa-support-services, the terms of which are incorporated herein by reference.
8. **LIMITATION OF WARRANTIES AND LIABILITY.** KINECTIVE MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS EXHIBIT B AND CUSTOMER ACKNOWLEDGES THAT THIS EXHIBIT IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE GENERAL TERMS AND CONDITIONS.

[End of Exhibit]

Exhibit C: Access Rights – Licensed Software

1. **Licensed Software.** This Exhibit C applies to the Kinective Software described as Licensed Software in Exhibit A, and any subsequent Software Kinective so designates, which is available to Customer in object code for installation and use on Customer's own systems (rather than being made available on a software-as-a-service basis by Kinective) ("*Licensed Software*"). This Exhibit C also applies to any Kinective hardware that is described as Licensed Software in Exhibit A, which hardware will be delivered to Customer for Customer's installation and use on Customer's own systems. The specific Licensed Software that Customer has ordered, the Location where it can be used (as defined below), and the number of authorized devices to run the Licensed Software will be as set forth in Exhibit A or in a separate writing signed by the Parties, such as a Statement of Work, an updated Exhibit A, or in Kinective's invoice to Customer that is countersigned by Customer.
2. **Background.** This Exhibit is entered into as part of the Master Services Agreement ("the Agreement") to which it is attached. In the event of any conflict between any provision of this Exhibit and the General Terms and Conditions portion of the Agreement, the relevant provisions of the General Terms and Conditions will control. Any capitalized terms used in, but not defined in, this Exhibit have the meanings given to them in the Agreement.
3. **License.** Subject to the terms and conditions of this Exhibit and Customer being current on all payments due to Kinective, Kinective hereby grants to Customer (and end users authorized by Customer, limited to Customer-approved employees and contractors) during the Term a limited, worldwide, royalty-free, non-exclusive, non-transferable, non-sublicensable license to use the Licensed Software consistent with this Agreement and any Documentation, solely for purpose of Customer's internal business purposes and serving Customer's customers and solely at the Location (the "*License*"). "*Documentation*" means any written materials in any form relating to the Software provided by Kinective to Customer. "*Location*" means collectively one or more locations in the United States owned or leased by Customer that may be further specifically identified in Exhibit A, a SOW, or in Kinective's invoice where Customer may install and use the Software subject to the License under this Exhibit. Customer may not move, transfer or use the Licensed Software at any Location not within the Location previously approved by Kinective without Kinective's prior written permission in each instance. Customer shall be responsible for any act or omission by its authorized users that would give rise to a breach by Customer under this Agreement. Customer shall undertake reasonable efforts to make all authorized end users aware of the provisions of this Agreement as applicable to such users' use of the Licensed Software and shall cause all such users to comply with such provisions. Customer will ensure that each authorized end user that is not a Customer employee will be bound by a written agreement that provides substantially the same or greater protections for Kinective's Confidential Information as the terms of this Agreement. Customer shall be responsible for any breach of this Agreement by its employees and contractors.
4. **Usage Restrictions.** Customer may only use the Licensed Software for its intended purposes and will not (i) copy or duplicate the Licensed Software or Documentation (except in respect of Documentation for Customer's internal training purposes and in respect of Licensed Software to make backup copies subject to Kinective's prior written consent in each instance); (ii) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any software component of the Licensed Software is compiled or interpreted, and Customer acknowledges that nothing in this Agreement will be construed to grant Customer any right to obtain or use such source code; (iii) modify the Licensed Software or Documentation, or create any derivative product from any of the foregoing; (iv) provide access to, or use the Licensed Software for the benefit of, any person or entity other than Customer; (v) use the Licensed Software for benchmarking purposes or to develop a competing offering; or (vi) assign, sublicense, sell, resell, lease, rent or otherwise transfer or convey, or pledge as security or otherwise encumber, Customer's rights to use Licensed Software under this Agreement. Customer will ensure that its use of the Licensed Software and Documentation complies with all applicable laws, statutes, regulations or rules.
5. **Additional Limitations on Use of Licensed Software.**
 - a. **Distribution Prohibited.** Customer shall not distribute, convey or transfer the Licensed Software to any third party.
 - b. **Limited Access.** Customer may authorize its employees to use the Licensed Software. Customer shall not permit any third party to use, copy or access the Licensed Software or any portion thereof, without the prior written consent of Kinective in each instance, which consent may be given or withheld in Kinective's sole discretion.
6. **Ownership.** The Licensed Software is merely licensed under the License and not sold, even if Customer receives the right to install and run the Licensed Software at the Location, and even if the Licensed Software consists of hardware components. The Licensed Software, as between the Parties, remains the property of Kinective even when installed at the Location, and title to any hardware components remains with Kinective.
7. **Number of Authorized Devices.** The grant of the License extends only to, and the Software may concurrently be installed upon and used by, a number of cash automation or other devices not to exceed the number of authorized, concurrent devices set forth in Exhibit A, a SOW, or in Kinective's invoice.
8. **Access to Software.** Customer is responsible for providing all hardware, software and communication services necessary to host the Licensed Software at the Location. Customer acknowledges that unless agreed to in a SOW, Kinective is not responsible or liable for managing or maintaining Customer's hardware, software or communications services necessary to host and operate the Licensed Software.
9. **Improvements.** If, at any time during the Term, Kinective delivers to Customer (physically or by making a digital download available) one or more revisions, fixes, patches, updates and upgrades to the Software (collectively, "*Improvements*"), upon such delivery, the respective Improvements shall be deemed part of the Licensed Software for all purposes hereunder including the grant of the License. Notwithstanding the foregoing, models and options designed to be sold separately in the market by Kinective are not included as part of any Improvements and must be licensed separately and may be subject to additional fees.
10. **Support.** Available support is set forth at www.kinective.io/msa-support-services, the terms of which are incorporated herein by reference.
11. **LIMITATION OF WARRANTIES AND LIABILITY.** KINECTIVE MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS EXHIBIT C AND CUSTOMER ACKNOWLEDGES THAT THIS EXHIBIT IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE GENERAL TERMS AND CONDITIONS.

[End of Exhibit]

Exhibit D: Professional Services

PROFESSIONAL SERVICES ADDENDUM

1. **Professional Services.** Customer may desire to engage Kinective to perform certain services in connection with the Software access rights granted to Customer, including, by way of example, installation, configuration and/or customization of the Software or training. Kinective will use commercially reasonable efforts to perform the services as set forth in one or more SOWs separately executed by the Parties (the "*Professional Services*").
2. **Modifications.** Customer may at any time request a modification to the Professional Services to be performed pursuant to any particular Statement of Work by written request to Kinective specifying the desired modifications. If accepted in writing by Kinective, such modifications in the Statement of Work shall be performed under the terms of this Exhibit. Modifications in any Statement of Work shall become effective only when a written change request or change order is executed by authorized representatives of both Parties.
3. **Suitability.** Kinective shall assign employees and subcontractors with qualifications suitable for the work described in the relevant SOW. Kinective may replace or change employees and subcontractors in its sole discretion with other suitably qualified employees or subcontractors.
4. **Customer Responsibilities.** Customer shall make available in a timely manner at no charge to Kinective all technical data, computer facilities, programs, files, documentation, test data, sample output, or other information and resources of Customer required by Kinective for the performance of the Professional Services. Customer shall be responsible for, and assumes the risk of, any problems resulting from, the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer. Customer shall provide, at no charge to Kinective, reasonable office space, services and equipment (such as copiers, cubicles, and access to the internet) as Kinective reasonably requires to perform the Professional Services. Customer shall ensure that Kinective is authorized to access any of Customer's software applications that are necessary for the performance of Professional Services. Customer acknowledges that failure to make available the above may impair the delivery of the Professional Services and cause a delay to or prevent the completion of the Professional Services project, and may result in additional fees.
5. **Non-solicitation.** The Parties acknowledge and agree that the employees and consultants of the Parties who perform this Agreement are valuable assets to their employer Party or contracting Party and are difficult to replace. Accordingly, the Parties agree that, for a period of one (1) year after the termination or expiration of the Agreement, neither Party shall offer employment or engagement (whether as an employee, independent contractor or consultant) to any employee or consultant of the other Party who performs any of the Professional Services associated with this Agreement. Notwithstanding the foregoing, the Parties shall not be precluded from conducting general recruiting activities, such as participation in job fairs or publishing advertisements in publications or on websites for general circulation, and such activities shall not be deemed a violation of this Section.
6. **Proprietary Rights.** Kinective may accept to modify its Software in response to a Customer request, and charge Customer for making the modifications, but all changes, enhancements or improvements shall be the sole property of Kinective, together with all patent, copyright, and trademark rights therein.
7. **LIMITATION OF WARRANTIES AND LIABILITY.** KINECTIVE MAKES NO REPRESENTATIONS OR WARRANTIES UNDER THIS EXHIBIT D AND CUSTOMER ACKNOWLEDGES THAT THIS EXHIBIT IS SUBJECT TO ALL DISCLAIMERS AND LIMITATIONS OR LIABILITY SET FORTH IN THE GENERAL TERMS AND CONDITIONS.
8. **Term.** The period for completion of the applicable Professional Services shall be set out in the individual SOW. If a Statement of Work is silent about when it ends, the term of each Statement of Work shall be deemed to continue in effect until performance under it is complete. This Exhibit and any Statement of Work may be terminated earlier as provided for in the General Terms and Conditions. In the event of termination or expiration of this Exhibit, Customer shall promptly pay to Kinective all undisputed amounts due and outstanding. The provisions of Sections 5, 6, 7 and 8 of this Exhibit will survive the termination or expiration of this Exhibit.

[End of Exhibit]

Addendum A-1

Adobe License Terms for Remote Signature Services

Kinective has obtained a license from Adobe Systems Incorporated and/or its affiliate ("Adobe") to make Adobe's on-demand secure electronic signatures and signature automations (collectively, the "Remote Signature Services") available to Customer and its users hereunder when subscribing to or licensing Remote Signature Services, which requires a subscription to or license of Sign.

The license granted hereunder for the use of the Remote Signature Services is subject to the Adobe Sign terms of use as may be in effect from time to time. The current version of the Adobe general terms of use are available at <https://www.adobe.com/legal/terms.html>, and include any additional terms of use accessed via a link contained therein specifically for the Remote Signature Services (which are currently known as Acrobat Sign).

Upon a termination of the relationship between Kinective and Adobe at any time for any reason, Customer will have the right to continue to use the Remote Signature Services through the expiration of then current Term. Kinective will use its reasonable commercial efforts to replace the provider of the Remote Signature Services; provided, however, that, if Kinective is not able to secure a replacement provider under commercially reasonable terms, then Kinective shall give written notice thereof to Customer and Customer's subscription to or license of Remote Signature Services will terminate upon the expiration of then current Term.

Customer is solely responsible for compliance with laws related to electronic signatures and records and any related issues, including, but not limited to, the Electronic Signatures in Global and National Commerce Act (ESIGN), the applicable state(s) version of the Uniform Electronic Transactions Act (UETA) and any other similar federal, state or local laws and Kinective shall have no liability to Customer, or its users related thereto. Kinective represents and warrants to Customer that, when used in accordance with applicable laws, the Remote Signature Services enable compliance with ESIGN and the applicable electronic signature laws of each state in the United States that has adopted the state counterpart of UETA.

[End of Exhibit]

Addendum A-2
LSEG / Refinitiv: Notices and Disclaimers for Inclusion in Agreements

Copyright © 2021, Refinitiv. All rights reserved. The Refinitiv entity listed above, and its Affiliates are referred to below as "Refinitiv". The "Information Product" is any data or service provided by Refinitiv. Refinitiv or its third-party providers own and retain all rights, title and interest, including but not limited to copyright, trademarks, patents, database rights, trade secrets, know-how, and all other intellectual property rights or forms of protection of similar nature or having equivalent effect, anywhere in the world, in the Information Product and user is not granted any proprietary interest therein or thereto. The Information Product constitutes confidential and trade secrets of Refinitiv or its third-party providers. Display, performance, reproduction, distribution of, or creation of derivative works or improvements from Information Product in any form or manner is expressly prohibited, except to the extent expressly permitted hereunder, or otherwise, with the prior written permission of Refinitiv.

User may use the Information Product for internal purposes only. User may copy, paste and distribute internally only an insubstantial amount of the data contained in the Information Product provided that: (a) the distribution is incidental to or supports user's business purpose; (b) the data is not distributed by user in connection with information vending or commercial publishing (in any manner or format whatsoever), not reproduced through the press or mass media or on the Internet; and (c) where practicable, clearly identifies Refinitiv or its third party providers as the source of the data. Data will be considered in "insubstantial amount" if such amount (a) has no independent commercial value; or (b) could not be used by the recipient as a substitute for any product or service (including any download service) provided by Refinitiv or a substantial part of it.

To the extent that the Information Product contains any third party data referred to in the General Restrictions/Notices page set forth on <https://www.refinitiv.com/en/policies/third-party-provider-terms>, the terms set forth on such General Restrictions/Notices page shall apply to user.

User acknowledges that access to certain elements of the Information Product may cease or may be made subject to certain conditions by Refinitiv or upon the instructions of the third-party provider of those elements. Upon termination or expiration of this user license, all rights granted hereunder shall immediately terminate and user shall cease to use the Information Product and delete or destroy all copies thereof in its possession or control.

NEITHER REFINITIV NOR ITS THIRD-PARTY PROVIDERS WARRANT THAT THE PROVISION OF THE INFORMATION PRODUCT WILL BE UNINTERRUPTED, ERROR FREE, TIMELY, COMPLETE OR ACCURATE, NOR DO THEY MAKE ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED FROM USE OF THE SAME. USE OF THE INFORMATION PRODUCT AND RELIANCE THEREON IS AT USER'S SOLE RISK. NEITHER REFINITIV OR ITS THIRD-PARTY PROVIDERS WILL IN ANY WAY BE LIABLE TO USER OR ANY OTHER ENTITY OR PERSON FOR THEIR INABILITY TO USE THE INFORMATION PRODUCT, OR FOR ANY INACCURACIES, ERRORS, OMISSIONS, DELAYS, COMPUTER VIRUS OR OTHER INFIRMITY OR CORRUPTION, DAMAGES, CLAIMS, LIABILITIES OR LOSSES, REGARDLESS OF CAUSE, IN OR ARISING FROM THE USE OF THE INFORMATION PRODUCT. THE INFORMATION PRODUCT IS PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND. NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, INFRINGEMENT OR OTHERWISE IS PROVIDED HEREUNDER.

IN NO EVENT WILL REFINITIV OR ITS THIRD-PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING IN CONNECTION WITH INFORMATION PRODUCT EVEN IF REFINITIV OR ITS THIRD PARTY PROVIDERS OR THEIR REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES. FURTHER, REFINITIV OR ITS PARTY PROVIDERS SHALL NOT BE LIABLE IN ANY MANNER FOR REDISTRIBUTOR'S PRODUCTS OR SERVICES.

[End of Addendum]

Addendum A-3
ICE Data Services, Inc.: Required Third Party Supplier Clauses

Licensee agrees and acknowledges that the CUSIP Database and the information contained therein is and shall remain valuable intellectual property owned by, or licensed to, CUSIP Global Services ("CGS") and the American Bankers Association ("ABA"), and that no proprietary rights are being transferred to Licensee in such materials or in any of the information contained therein. Any use by Licensee outside of the clearing and settlement of transactions requires a license from CGS, along with an associated fee based on usage. Licensee agrees that misappropriation or misuse of such materials will cause serious damage to CGS and ABA, and that in such event money damages may not constitute sufficient compensation to CGS and ABA; consequently, Licensee agrees that in the event of any misappropriation or misuse, CGS and ABA shall have the right to obtain injunctive relief in addition to any other legal or financial remedies to which CGS and ABA may be entitled.

Licensee agrees that Licensee shall not publish or distribute in any medium the CUSIP Database or any information contained therein or summaries or subsets thereof to any person or entity except in connection with the normal clearing and settlement of security transactions. Licensee further agrees that the use of CUSIP numbers and descriptions is not intended to create or maintain, and does not serve the purpose of the creation or maintenance of, a master file or database of CUSIP descriptions or numbers for itself or any third party recipient of such service and is not intended to create and does not serve in any way as a substitute for the CUSIP MASTER , DATABASE, INTERNET, ELECTRONIC Services and/or any other future services developed by CGS.

NEITHER CGS, ABA NOR ANY OF THEIR AFFILIATES MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, AS TO THE ACCURACY, ADEQUACY OR COMPLETENESS OF ANY OF THE INFORMATION CONTAINED IN THE CUSIP DATABASE. ALL SUCH MATERIALS ARE PROVIDED TO LICENSEE ON AN "AS IS" BASIS, WITHOUT ANY WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE NOR WITH RESPECT TO THE RESULTS WHICH MAY BE OBTAINED FROM THE USE OF SUCH MATERIALS. NEITHER CGS, ABA NOR THEIR AFFILIATES SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY ERRORS OR OMISSIONS NOR SHALL THEY BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT OR INDIRECT, SPECIAL OR CONSEQUENTIAL, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL THE LIABILITY OF CGS, ABA OR ANY OF THEIR AFFILIATES PURSUANT TO ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE FEE PAID BY LICENSEE FOR ACCESS TO SUCH MATERIALS IN THE MONTH IN WHICH SUCH CAUSE OF ACTION IS ALLEGED TO HAVE ARISEN. FURTHERMORE, CGS AND ABA SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DELAYS OR FAILURES DUE TO CIRCUMSTANCES BEYOND THEIR CONTROL.

Licensee agrees that the foregoing terms and conditions shall survive any termination of its right of access to the materials identified above. In the event Licensee has a CGS License Agreement that permits broader rights than those granted above, then the terms of that Licensee's CGS License Agreement shall govern such Licensee's use of the CUSIP Database and/or any information contained therein for so long as such agreement remains in effect.

[End of Addendum]