CloudFin

MASTER SUBSCRIPTION AGREEMENT

THIS MASTER SUBSCRIPTION AGREEMENT GOVERNS CUSTOMER'S ACQUISITION AND USE OF CLOUDFIN LTD SERVICES. CAPITALIZED TERMS HAVE THE DEFINITIONS SET FORTH HEREIN.

IF CUSTOMER REGISTERS FOR A FREE TRIAL OF CLOUDFIN SERVICES OR FOR FREE SERVICES, THE APPLICABLE PROVISIONS OF THIS AGREEMENT WILL ALSO GOVERN THAT FREE TRIAL OR THOSE FREE SERVICES.

BY ACCEPTING THIS AGREEMENT, BY (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT, OR (3) USING FREE SERVICES, 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 SERVICES.

CLOUDFIN's direct competitors are prohibited from accessing the Services, except with CLOUDFIN's prior written consent. In addition, the Services may not be accessed for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement was last updated on November 12, 2018. It is effective between Customer and CLOUDFIN LTD 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.

"Beta Services" means CLOUDFIN LTD services or functionality that may be made available to Customer to try at its option at no additional charge which is clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation, or by a similar description.

"Content" means information obtained by CLOUDFIN LTD from publicly available sources or its third party content providers and made available to Customer through the Services, Beta Services or pursuant to an Order Form, as more fully described in the Documentation.

"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 Services, excluding Content and Non-CLOUDFIN Applications.

"Documentation" means the applicable Service's Trust & Compliance documentation, and its usage guides and policies, as updated from time to time, accessible via https://cloudf.in or login to the applicable Service.

"Free Services" means Services that CLOUDFIN LTD makes available to Customer free of charge. Free Services exclude Services offered as a free trial and Purchased Services.

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

"Non-CLOUDFIN Application" means a Web-based, mobile, offline or other software application functionality that interoperates with a Service, that is provided by Customer or a third party. Non-CLOUDFIN Applications, other than those obtained or provided by Customer, will be identifiable as such. "Order Form" means an ordering document or online order specifying the Services to be provided hereunder that is entered into between Customer and CLOUDFIN LTD 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 Services" means Services that Customer or Customer's Affiliate purchases under an Order Form or online purchasing portal, as distinguished from Free Services or those provided pursuant to a free trial.

"Services" means the products and services that are ordered by Customer under an Order Form or online purchasing portal, or provided to Customer free of charge (as applicable) or under a free trial, and made available online by CLOUDFIN, including associated CLOUDFIN offline or mobile components, as described in the Documentation. "Services" exclude Content and Non-CLOUDFIN Applications.

"CLOUDFIN" and/or "CLOUDFIN LTD" means the CLOUDFIN LTD company described in the "CLOUDFIN Contracting Entity, Notices, Governing Law, and Venue" section below.

"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 a Service, for whom Customer has purchased a subscription (or in the case of any Services provided by CLOUDFIN without charge, for whom a Service has been provisioned), and to whom Customer (or, when applicable, CLOUDFIN at Customer's request) has supplied a user identification and password (for Services utilizing authentication). Users may include, for example, employees, consultants, contractors and agents of Customer, and third parties with which Customer transacts business.

2.   CLOUDFIN RESPONSIBILITIES

2.1 Provision of Purchased Services. CLOUDFIN will (a) make the Services and Content available to Customer pursuant to this Agreement, and the applicable Order Forms and Documentation, (b) provide applicable CLOUDFIN standard support for the Purchased Services to Customer at no additional charge, and/or upgraded support if purchased, (c) use commercially reasonable efforts to make the online Purchased Services available 24 hours a day, 7 days a week, except for: (i) planned downtime (of which CLOUDFIN shall give advance electronic notice), and (ii) any unavailability caused by circumstances beyond CLOUDFIN'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 CLOUDFIN employees), Internet service provider failure or delay, Non-CLOUDFIN Application, or denial of service attack, and (d) provide the Services in accordance with laws and government regulations applicable to CLOUDFIN's provision of its Services to its customers generally (i.e., without regard for Customer's particular use of the Services), and subject to Customer's use of the Services in accordance with this Agreement, the Documentation and the applicable Order Form.

2.2 Protection of Customer Data. CLOUDFIN will maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, as described in the Documentation. Those safeguards will include, but will not be limited to, measures designed to prevent unauthorized access to or disclosure of Customer Data (other than by Customer or Users). Except with respect to a free trial, the terms of the data processing addendum at https://cloudf.in section "Terms & Conditions | Privacy | GDPR", Document: "CloudFin_data-processing-addendum (pdf)" ("DPA") are hereby incorporated by reference and shall apply to the extent Customer Data includes Personal Data, as defined in the DPA. To the extent Personal Data from the European Economic Area (EEA), the United Kingdom and Switzerland are processed by CLOUDFIN, its Processing Rules, the EU-US and/or Swiss-US Privacy Shield, and/or the Standard Contractual Clauses shall apply, as further set forth in the DPA. For the purposes of the Standard Contractual Clauses, Customer and its applicable Affiliates are each the data exporter, and Customer's acceptance of this Agreement, and an applicable Affiliate's execution of an Order Form, shall be treated as its execution of the Standard Contractual Clauses and Appendices. Upon request by Customer made within 30 days after the effective date of termination or expiration of this Agreement, CLOUDFIN will make Customer Data available to Customer for export or download as provided in the Documentation. After such 30-day period, CLOUDFIN will have no obligation to maintain or provide any Customer Data, and as provided in the Documentation will thereafter delete or destroy all copies of Customer Data in its systems or otherwise in its possession or control, unless legally prohibited.

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

2.4   DEMO Services. From time to time, CLOUDFIN may make several Services available to Customer via demo account / project at no charge. Customer may choose to try such DEMO Services or not in its sole discretion. Data used in those demo accounts / projects may be deleted at any time without prior notice by CLOUDFIN in its sole discretion.

2.5   Free Trial. If Customer registers on CLOUDFIN's or an Affiliate's website for a free trial, CLOUDFIN will make the applicable Service(s) available to Customer on a trial basis free of charge until the earlier of (a) the end of the free trial period for which

Customer registered to use the applicable Service(s), or (b) the start date of any Purchased Service subscriptions ordered by Customer for such Service(s), or (c) termination by CLOUDFIN in its sole discretion. Additional trial terms and conditions may appear on the trial registration web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA CUSTOMER ENTERS INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR CUSTOMER, DURING CUSTOMER'S FREE TRIAL WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE TRIAL, PURCHASES APPLICABLE UPGRADED SERVICES, OR EXPORTS SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL (E.G., FROM ENTERPRISE EDITION TO PROFESSIONAL EDITION); THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE TRIAL, CUSTOMER MUST EXPORT CUSTOMER DATA BEFORE THE END OF THE TRIAL PERIOD OR CUSTOMER DATA WILL BE PERMANENTLY LOST.

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY CLOUDFIN" SECTION BELOW, DURING THE FREE TRIAL THE SERVICES ARE PROVIDED "AS-IS" WITHOUT ANY WARRANTY AND CLOUDFIN SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE SERVICES FOR THE FREE TRIAL PERIOD UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE CLOUDFIN'S LIABILITY WITH RESPECT TO THE SERVICES PROVIDED DURING THE FREE TRIAL SHALL NOT EXCEED $100.00. WITHOUT LIMITING THE FOREGOING, CLOUDFIN AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED DURING THE FREE TRIAL PERIOD WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CLOUDFIN AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE SERVICES DURING THE FREE TRIAL PERIOD, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER. CUSTOMER SHALL REVIEW THE APPLICABLE SERVICE'S DOCUMENTATION DURING THE TRIAL PERIOD TO BECOME FAMILIAR WITH THE FEATURES AND FUNCTIONS OF THE SERVICES BEFORE MAKING A PURCHASE.

2.6 **Enterprise Agreement.** CLOUDFIN may make Services available to Customer via special agreement terms marked as Enterprise Agreement. Use of Services under Enterprise Agreement, is subject to the terms and conditions of this Agreement. In the event of a conflict between this section and any other portion of this Agreement, this section shall control. Enterprise Agreement Services are provided to Customer with special charge, depending on sizing data and special payment terms (eg. pre-payment).

NOTWITHSTANDING THE "REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS" SECTION AND "INDEMNIFICATION BY US" SECTION BELOW, THE ENTERPRISE AGREEMENT SERVICES ARE PROVIDED "AS-IS" AND CLOUDFIN SHALL HAVE NO INDEMNIFICATION OBLIGATIONS NOR LIABILITY OF ANY TYPE WITH RESPECT TO THE ENTERPRISE AGREEMENT SERVICES UNLESS SUCH EXCLUSION OF LIABILITY IS NOT ENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE CLOUDFIN'S LIABILITY WITH RESPECT TO THE ENTERPRISE AGREEMENT SERVICES SHALL NOT EXCEED $500.00. WITHOUT LIMITING THE FOREGOING, CLOUDFIN AND ITS AFFILIATES AND ITS LICENSORS DO NOT REPRESENT OR WARRANT TO CUSTOMER THAT: (A) CUSTOMER'S USE OF THE ENTERPRISE AGREEMENT SERVICES WILL MEET CUSTOMER'S REQUIREMENTS, (B) CUSTOMER'S USE OF THE ENTERPRISE AGREEMENT SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE OR FREE FROM ERROR, AND (C) USAGE DATA PROVIDED THROUGH THE ENTERPRISE AGREEMENT SERVICES WILL BE ACCURATE. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE "LIMITATION OF LIABILITY" SECTION BELOW, CUSTOMER SHALL BE FULLY LIABLE UNDER THIS AGREEMENT TO CLOUDFIN AND ITS AFFILIATES FOR ANY DAMAGES ARISING OUT OF CUSTOMER'S USE OF THE ENTERPRISE AGREEMENT SERVICES, ANY BREACH BY CUSTOMER OF THIS AGREEMENT AND ANY OF CUSTOMER'S INDEMNIFICATION OBLIGATIONS HEREUNDER.

3. USE OF SERVICES AND CONTENT

3.1 **Subscriptions.** Unless otherwise provided in the applicable Order Form or Documentation, (a) Purchased Services and access to Content are purchased as subscriptions for the term stated in the applicable Order Form or in the applicable online purchasing portal, (b) subscriptions for Purchased Services may be added during a subscription term at the same pricing as the underlying

subscription pricing, prorated for the portion of that subscription term remaining at the time the subscriptions are added, and (c) any added subscriptions will terminate on the same date as the underlying subscriptions. Customer agrees that its purchases are not contingent on the delivery of any future functionality or features, or dependent on any oral or written public comments made by CLOUDFIN regarding future functionality or features.

3.2 **Usage Limits.** Services and Content are subject to usage limits specified in Order Forms and Documentation. If Customer exceeds a contractual usage limit, CLOUDFIN may work with Customer to seek to reduce Customer's usage so that it conforms to that limit. If, notwithstanding CLOUDFIN's efforts, Customer is unable or unwilling to abide by a contractual usage limit, Customer will execute an Order Form for additional quantities of the applicable Services or Content promptly upon CLOUDFIN's request, and/or pay any invoice for excess usage in accordance with the "Invoicing and Payment" section below.

3.3 **Customer Responsibilities.** Customer will (a) be responsible for Users' compliance with this Agreement, Documentation and Order Forms, (b) be responsible for the accuracy, quality and legality of Customer Data, the means by which Customer acquired Customer Data, Customer's use of Customer Data with the Services, and the interoperation of any Non-CLOUDFIN Applications with which Customer uses Services or Content, (c) use commercially reasonable efforts to prevent unauthorized access to or use of Services and Content, and notify CLOUDFIN promptly of any such unauthorized access or use, (d) use Services and Content only in accordance with this Agreement, Documentation, the Acceptable Use and External Facing Services Policy, Order Forms and applicable laws and government regulations, (e) comply with terms of service of any Non-CLOUDFIN Applications with which Customer uses Services or Content. Any use of the Services in breach of the foregoing by Customer or Users that in CLOUDFIN's judgment threatens the security, integrity or availability of CLOUDFIN's services, may result in CLOUDFIN's immediate suspension of the Services, however CLOUDFIN 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 and (f) Compliance of all input documents according to CLOUDFIN specs. Every input document, physical or digital must be clear of markings, the document data information must be also clear and focused and the scope is only for machine written text of the document. The digital version of the document must be in the form of PDF, with a 600ppi resolution, without markings, with a focused and clear view of all document text, images and data, preferably in the form of readable PDF. The scope is only for machine written text of the document.

3.4 **Usage Restrictions.** Customer will not (a) make any Service or Content available to anyone other than Customer or Users, or use any 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 any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) use a Service or Non-CLOUDFIN Application to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights, (d) use a Service or Non-CLOUDFIN Application to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of any Service or third-party data contained therein, (f) attempt to gain unauthorized access to any Service or Content or its related systems or networks, (g) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit, or use any Services to access or use any of CLOUDFIN intellectual property except as permitted under this Agreement, an Order Form, or the Documentation, (h) modify, copy, or create derivative works based on a 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 any 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 a 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 Services are within the scope of any patent.

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

4. **NON-CLOUDFIN PRODUCTS AND SERVICES**

4.1 **Non-CLOUDFIN Products and Services.** CLOUDFIN or third parties may make available third-party products or services, including, for example, Non-CLOUDFIN Applications and implementation and other consulting services. Any acquisition by

Customer of such products or services, and any exchange of data between Customer and any Non-CLOUDFIN provider, product or service is solely between Customer and the applicable Non-CLOUDFIN provider. CLOUDFIN does not warrant or support Non-CLOUDFIN Applications or other Non-CLOUDFIN products or services, whether or not they are designated by CLOUDFIN as "certified" or otherwise, unless expressly provided otherwise in an Order Form. CLOUDFIN is not responsible for any disclosure, modification or deletion of Customer Data resulting from access by such Non-CLOUDFIN Application or its provider.

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

5. FEES AND PAYMENT

5.1 **Fees**. Customer will pay all fees specified in Order Forms and/or subscription forms. Except as otherwise specified herein or in an Order Form, (i) fees are based on Services and Content subscriptions purchased and not actual usage, (ii) payment obligations are non- cancelable and fees paid are non-refundable, and (iii) quantities purchased cannot be decreased during the relevant subscription term.

5.2 **Invoicing and Payment**. Customer will provide CLOUDFIN with valid and updated credit card information, or with a valid purchase order or alternative document reasonably acceptable to CLOUDFIN. If Customer provides credit card information to CLOUDFIN, Customer authorizes CLOUDFIN to charge such credit card for all Purchased Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in the "Term of Purchased Subscriptions" section below. Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, CLOUDFIN will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced fees are due net 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to CLOUDFIN and notifying CLOUDFIN of any changes to such information.

5.3 **Overdue Charges**. If any invoiced amount is not received by CLOUDFIN by the due date, then without limiting CLOUDFIN's rights or remedies, (a) those charges may accrue late interest at the rate of 1.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or (b) CLOUDFIN may condition future subscription renewals and Order Forms on payment terms shorter than those specified in the "Invoicing and Payment" section below.

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

5.5 **Payment Disputes**. CLOUDFIN will not exercise its rights under the "Overdue Charges" or "Suspension of Service" section above if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

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

6. PROPRIETARY RIGHTS AND LICENSES

6.1 **Reservation of Rights**. Subject to the limited rights expressly granted hereunder, CLOUDFIN, its Affiliates, its licensors and Content Providers reserve all of their right, title and interest in and to the Services and Content, including all of their related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

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

6.3 **License by Customer to CLOUDFIN**. Customer grants CLOUDFIN, its Affiliates and applicable contractors a worldwide, limited-term license to host, copy, use, transmit, and display any Non-CLOUDFIN Applications and program code created by or for Customer using a Service or for use by Customer with the Services, and Customer Data, each as appropriate for CLOUDFIN to provide and ensure proper operation of, the Services and associated systems in accordance with this Agreement. If Customer chooses to use a Non-CLOUDFIN Application with a Service, Customer grants CLOUDFIN permission to allow the Non-CLOUDFIN Application and its provider to access Customer Data and information about Customer's usage of the Non-CLOUDFIN Application as appropriate for the interoperation of that Non-CLOUDFIN Application with the Service. Subject to the limited licenses granted herein, CLOUDFIN acquires no right, title or interest from Customer or its licensors under this Agreement in or to any Customer Data, Non-CLOUDFIN Application or such program code.

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

6.5 **Federal Government End Use Provisions.** CLOUDFIN provides the Services, including related software and technology, for ultimate federal government end use in accordance with the following: The Services consist of "commercial items," as defined at FAR 2.101. In accordance with FAR 12.211-12.212 and DFARS 227.7102-4 and 227.7202-4, as applicable, the rights of the U.S. Government to use, modify, reproduce, release, perform, display, or disclose commercial computer software, commercial computer software documentation, and technical data furnished in connection with the Services shall be as provided in this Agreement, except that, for U.S. Department of Defense end users, technical data customarily provided to the public is furnished in accordance with DFARS 252.227-7015. If a government agency needs additional rights, it must negotiate a mutually acceptable written addendum to this Agreement specifically granting those rights.

7. CONFIDENTIALITY

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

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

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

Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.

8.   REPRESENTATIONS, WARRANTIES, EXCLUSIVE REMEDIES AND DISCLAIMERS

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

8.2   CLOUDFIN Warranties. CLOUDFIN warrants that during an applicable subscription term (a) this Agreement, the Order Forms and the Documentation will accurately describe the applicable administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Customer Data, (b) CLOUDFIN will not materially decrease the overall security of the Services, (c) the Services will perform materially in accordance with the applicable Documentation, and (d) subject to the "Integration with Non-CLOUDFIN Applications" section above, CLOUDFIN will not materially decrease the overall functionality of the Services. For any breach of a warranty above, Customer's exclusive remedies are those described in the "Termination" and "Refund or Payment upon Termination" sections below.

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

9.   MUTUAL INDEMNIFICATION

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

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

9.3   Exclusive Remedy. This "Mutual Indemnification" section states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any third party claim described in this section.

10.   LIMITATION OF LIABILITY

10.1 Limitation of Liability. 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 SERVICES GIVING RISE TO THE LIABILITY IN THE TWELVE MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH THE LIABILITY AROSE. THE FOREGOING LIMITATION WILL APPLY WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, BUT WILL NOT LIMIT CUSTOMER'S AND ITS AFFILIATES' PAYMENT OBLIGATIONS UNDER THE "FEES AND PAYMENT" SECTION ABOVE. IN CASE OF THE CUSTOMER USE OF ANY CLOUDFIN'S SERVICE DOES NOT COMPLY WITH CLOUDFIN'S SERVICES SPECS OR CUSTOMER RESPONSIBILITIES, NO LIABILITY CLAIM OF ANY KIND, CAN BE MADE FROM THE CUSTOMER OR ANY OF HIS AFFILIATES OR ASSOSIATES. IN THIS CASE CLOUDFIN IS ABLE TO CLAIM LIABILITY FOR MISSUSE OF SERVICE.

10.2 Exclusion of Consequential and Related Damages. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES HAVE ANY LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT FOR ANY LOST PROFITS, REVENUES, GOODWILL, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER, BUSINESS INTERRUPTION OR PUNITIVE DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF A PARTY'S OR ITS AFFILIATES' REMEDY OTHERWISE FAILS OF ITS ESSENTIAL PURPOSE. THE FOREGOING DISCLAIMER WILL NOT APPLY TO THE EXTENT PROHIBITED BY LAW.

11.   TERM AND TERMINATION

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

11.2 Term of Purchased Subscriptions. 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 notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any renewal term will increase by up to 7% above the applicable pricing in the prior term, unless CLOUDFIN provides Customer notice of different pricing at least 60 days prior to the applicable renewal term. Except as expressly provided in the applicable Order Form, renewal of promotional or one-time priced subscriptions will be at CLOUDFIN's applicable list price in effect at the time of the applicable renewal. Notwithstanding anything to the contrary, any renewal in which subscription volume for any Services has decreased from the prior term will result in repricing at renewal without regard to the prior term's per-unit pricing.

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

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

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

12.   GENERAL PROVISIONS

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

12.2 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction.

12.3 Entire Agreement and Order of Precedence. This Agreement is the entire agreement between CLOUDFIN and Customer regarding Customer's use of Services 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.

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

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

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

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

12.8 CLOUDFIN Contracting Entity, Notices, Governing Law, and Venue. The CLOUDFIN entity entering into this Agreement, the address to which Customer should direct notices under this Agreement, the law that will apply in any dispute or lawsuit arising out of or in connection with this Agreement, and the courts that have jurisdiction over any such dispute or lawsuit, does not depend on where Customer is domiciled.

The CLOUDFIN entity entering into this Agreement is:	Notices should be addressed to:	Governing law is:	Courts with exclusive jurisdiction are:
CLOUDFIN LTD, Cyprus	Ifigenias Street, 17, 2007 Strovolos, Nicosia, Cyprus	Cyprus law	Cyprus

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

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

12.11 No Agency. For the avoidance of doubt, CLOUDFIN is entering into this Agreement as principal and not as agent for any other company. Subject to any permitted Assignment under the "Assignment" section below, the obligations owed by CLOUDFIN under this Agreement shall be owed to Customer solely by CLOUDFIN and the obligations owed by Customer under this Agreement shall be owed solely to CLOUDFIN.