MASTER SAAS AGREEMENT

This Master SaaS Agreement ("**Agreement**") is entered into on this [__] day of [__], 2024 (the "**Effective Date**") between Finzly, Inc., a North Carolina corporation with offices located at 2815 Coliseum Centre Dr, Suite 240, Charlotte, NC 28217 ("**Finzly**") and [_____] Bank, a [_____] corporation ("**Customer**") (each referred to herein as a "**Party**" and collectively as the "**Parties**").

WHEREAS, Finzly desires to provide to Customer, and Customer desires to obtain from Finzly, access to Finzly's Services (as defined below) on the terms and conditions set forth below;

NOW, THEREFORE, for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

TERMS AND CONDITIONS

1. SERVICES; GRANT OF ACCESS; USE

1.1 <u>Services</u>. Finzly shall provide Customer access to and use of the software ("**SaaS Services**") and other related Maintenance Services (as defined in 3.1) as listed on the written ordering document mutually agreed to and signed by the Parties (the "**SaaS Order Form**") and in accordance with the terms and conditions set forth herein and in the SaaS Order Form. The SaaS Services include upgrades, new releases, fixes, patches, and similar improvements related to the software that Finzly develops or deploys during the Term (as defined in <u>Section 7.1</u>) of this Agreement to the extent that Finzly provides such new releases and upgrades to its customers generally for no additional charge, together with any information in written or electronic form distributed or otherwise made available generally to Finzly's customers, licensees or subscribers (such as the user manual or system manual, read me files, installation instructions, interface specifications, and other published material) made available to Customer and/or delivered with the SaaS Services, as may be updated from time to time in Finzly's sole discretion ("**Documentation**"). Finzly may, but is not obligated to, develop or deploy any enhancements or new features. SaaS Services, Maintenance Services, Training Services (as defined in <u>Section 1.6</u>), and Professional Services (as defined in <u>Section 2.1</u>) and are collectively referred to herein as the "**Services**".

1.2 <u>SaaS Order Form</u>. The form of the SaaS Order Form is attached hereto as **Exhibit A (SaaS Order Form)**. Each SaaS Order Form shall be attached to, made a part of and subject to this Agreement. The terms and conditions of each SaaS Order Form shall be independent of, and shall have no impact upon, the provisions of any other SaaS Order Form. In the event of a conflict between this Agreement and any SaaS Order Form, the terms and conditions of the SaaS Order Form shall prevail.

1.3 <u>Access</u>. Subject to the terms and conditions hereof, during the Term (as defined in <u>Section 7.1</u>), Finzly grants to Customer a limited, non-exclusive, non-transferable, royalty-free right to access and use the SaaS Services listed on the SaaS Order Form for the duration of the term set forth on the SaaS Order Form ("**SaaS Order Term**"). Finzly expressly reserves all rights in and to the Services not expressly granted in this Agreement. Customer may solely access and use the SaaS Services only for Customer's own internal business purposes.

1.4 <u>Authorized Use</u>. Customer may allow such number of Customer's employees, Customer's customers or independent contractors as indicated on an applicable SaaS Order Form to use the SaaS Services as "**Authorized Users**" or Customer shall be permitted to process such volume of usage through the SaaS Services as set forth on the SaaS Order Form ("**Authorized Usage**"), as the case may be. Authorized User accounts shall be accessed by the designated Authorized Users only and cannot be shared or used by more than one individual but may be reassigned to new individual replacing former Authorized Users who no longer require ongoing use of or access to the applicable SaaS Services. As a condition to access and use of the SaaS Services, each Authorized User shall agree to abide by the terms of this Agreement and each applicable SaaS Order Form, and, in each case, Customer shall ensure such compliance. Customer shall immediately notify Finzly of

any violation of the terms of any of the foregoing by any Authorized User upon becoming aware of such violation, and shall be liable for any breach of the foregoing agreements by any Authorized User. In the event that Customer exceeds either its permitted number of Authorized Users or Authorized Usage, as set forth on any applicable SaaS Order Form, Finzly may adjust Fees (as defined in <u>Section 6.1</u>) to reflect such excess use, in accordance with <u>Section 1.5</u> and <u>Section 6.1</u>.

1.5 <u>Monitoring Use</u>. Finzly may monitor Customer's use of the SaaS Services solely for the purpose of determining compliance with this Agreement. Such monitoring shall be electronic and shall not unreasonably interfere with Customer's business activities. Finzly will conduct such monitoring through database queries to determine usage data such as Authorized Usage volumes, number of Authorized Users, or other limitations as applicable. If monitoring reveals Customer's non-compliance with the terms of this Agreement (including any license, usage, volume or Fee issues), Customer shall promptly correct such non-compliance (including by paying any underpaid Fees) based on Overage Fee defined in the respective SaaS Order Form (if listed) or Finzly's then-current list price.

1.6 <u>Training</u>. Finzly shall provide one fully virtual training session in order to educate Customer in the use of the SaaS Services ("**Training Services**") at no additional cost. Customer shall pay for travel expenses for in-person training, if elected, in accordance with <u>Section 6.6</u>. Customer may purchase additional Training Services sessions which will be provided at Finzly's then-current Professional Services rate.

1.7 <u>Environments</u>. During the performance of Professional Services, Finzly shall provide the SaaS Services in a test environment ("**Test Environment**"). Upon Customer's go-live date, the SaaS Services will become available in a production environment ("**Production Environment**"). In accordance with the requirements set forth on **Exhibit E (Information Security)**, Finzly will maintain a disaster recovery environment ("**Disaster Environment**") for the purposes of business continuity, backups and recovery of Customer Data.

2. PROFESSIONAL SERVICES

2.1 <u>Professional Services</u>. Finzly will provide professional services ("**Professional Services**"), including implementation services, integration, data import and export, training, and change management, as set forth in one or more written statement of work document mutually agreed to and signed by the Parties ("**SOW**"). The initial SOW is attached hereto as **Exhibit B (SOW)**. In the event of a conflict between this Agreement and any SOW, the terms and conditions of the SOW shall prevail. Finzly and Customer will agree upon the scope and any necessary specifications, implementation plans, project schedules, project parameters, and fees as set forth in a SOW, which shall be attached to, made part of and subject to this Agreement.

2.2 <u>Ownership</u>. Customer acknowledges that, as between Customer and Finzly, all materials, documents, data, software, information and inventions related to the Services ("**Work Product**") provided under this Agreement is and shall remain the sole and exclusive property of Finzly. Customer agrees that all Work Product is copyrightable subject matter and, as between Customer and Finzly, Finzly shall be the sole author of the Work Product and the sole owner of all rights therein in perpetuity. Finzly does not and shall not be deemed to transfer to Customer any intellectual property rights in the Work Product, whether as "work-for-hire" or otherwise. Finzly hereby grants to Customer a limited, non-exclusive, non-transferable, royalty-free right to use the Work Product in accordance with the terms and conditions of this Agreement and any applicable SOW.

3. MAINTENANCE SERVICES AND SLAs

3.1 <u>Maintenance Services</u>. Subject to the terms hereof, Finzly will provide Customer with reasonable bug fixes, corrections, service packs, revisions, and security updates to the SaaS Services (along with any applicable Documentation associated thereto) ("**Maintenance Services**"). Finzly may, in its sole discretion, make any changes to the SaaS Services that it deems necessary or useful, including to (a) maintain or enhance the quality or delivery of Finzly's products or services to its customers, the competitive strength of, or market for, Finzly's products or services, or cost efficiency or performance, or (b) to comply with applicable law.

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3.2 <u>New Releases</u>. Finzly will provide sixty (60) days of notice ("Upgrade Notice Period") to Customer and make any new releases available for validation in a separate test instance. The Upgrade Notice Period may be more than sixty (60) days based on the complexity of the release and is solely determined by Finzly. Finzly will deploy the changes to production after the Upgrade Notice Period.

3.3 <u>Maintenance Notice</u>. Finzly shall use commercially reasonable efforts to provide at least ten (10) days' prior written notice to Customer of all non-emergency maintenance to be performed on the SaaS Services that would impact Customer's access or use of the SaaS Services. For emergency maintenance, Finzly shall provide as much prior notice as commercially practicable to Customer. Finzly shall make all determinations, in its reasonable discretion, of whether the maintenance is required and whether it is designated as "emergency" or "non-emergency".

3.4 <u>Support Portal</u>. Customer's designated personnel, up to a maximum number of individuals as agreed between parties in writing and set forth in the SaaS Order Form, shall use Finzly's customer support portal to (a) report errors related to the operational use of the SaaS Services ("**Errors**"); (b) receive assistance related to questions on the operational use of the SaaS Services; and (c) verify a fix or workaround provided by Finzly. Customer will document and promptly report any Errors to Finzly with enough details to permit Finzly to reproduce the Error. Customer will assist Finzly with recreating and diagnosing each Error.

3.5 <u>Service Level Agreement</u>. Subject to the terms of this Agreement, Finzly will use commercially reasonable efforts to provide Customer the SaaS Services and Maintenance Services in accordance with the service level agreement for the Production Environment (the "**SLA**") set forth on **Exhibit C (Production Service Level Agreement)** hereto. Notwithstanding anything to the contrary herein, in the event of any failure or breach of the terms of the SLA, Customer's sole and exclusive remedy, and Finzly's sole and exclusive liability, shall be the specific remedies outlined in the SLA.

4. RESTRICTIONS AND RESPONSIBILITIES

4.1 <u>Customer Responsibilities</u>. Customer will be responsible for (a) identifying and authorizing all Authorized Users, (b) all uses of any account that Customer has access to, whether or not Customer has authorized the particular use or user, and regardless of Customer's knowledge of such use, (c) securing its login, passwords (including but not limited to administrative and user passwords) and files, (d) responsibility for the performance of its agents and subcontractors, and for approving access by such users of the Services, (e) controlling against unauthorized access by all users, and for maintaining the confidentiality of usernames, passwords, account information and any trade data generated by the Services and storage of such trade data, and (f) the timely and proper termination of Authorized Users after unauthorized user access or where accounts are no longer in use, and deactivating other records. Finzly is not responsible for any losses, damages, costs, expenses or claims that result from stolen or lost passwords. Customer agrees to make reasonable efforts to prevent unauthorized third parties, particularly Finzly's competitors, from accessing the SaaS Services.

4.2 <u>Restrictions</u>. Giving access to any person other than Authorized Users, duplicating the SaaS Services by any other means, including electronic transmission, or providing third parties access to SaaS Services is prohibited. Customer will not, and will not permit any other person to, directly or indirectly: copy, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the SaaS Services or any SaaS Services, Documentation or data related to the SaaS Services; modify, translate, or create derivative works based on the SaaS Services or any SaaS Services (except to the extent expressly permitted by Finzly in writing or otherwise authorized within the SaaS Services).

4.3 <u>Export Control</u>. Customer acknowledges that the Services may be subject to export controls under United States laws and regulations, including the Export Administration Regulations, 15 C.F.R. Parts 730-774, and may be subject to other applicable laws and regulations in other jurisdictions relating to export, re-export, import, transfer or other disposition of software and other technology (collectively, "**Export Control Laws**"). From and after access and use of the SaaS Services through the SaaS Services, Customer shall comply with any and all applicable Export Control Laws applicable thereto.

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4.4   Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Customer Equipment**"). Customer shall be responsible for obtaining and maintaining both the functionality and security of any Customer Equipment and ancillary services needed to connect to, access or otherwise use the SaaS Services. In order to provide SLAs, Maintenance Services, workarounds, and releases, Finzly may require Customer to upgrade, at its own cost, its hardware and software systems to Finzly's then-current supported versions of system components. Customer shall be responsible for the validation of the functionality of the SaaS Services (and any integration, upgrade, patch, hot fix, configuration change or other act not otherwise covered by Finzly pursuant to its Professional Services) and ensure the functionality meets Customer's business needs and complies with all Customer's applicable laws, regulations and audit requirements, before using the SaaS Services in a Production Environment.

4.5   Change Orders. Customer may request changes to a SaaS Order Form or SOW by submitting a change request ("**Change Request**") using the Change Request Form set forth in **Exhibit D (Change Request Form)** of this Agreement. After receipt of a Change Request, Finzly shall respond within a commercially reasonable time with an associated cost estimate, and the timeline for such change. Upon the mutual agreement of associated costs for the Change Request, the parties shall execute a change order ("**Change Order**") approving the Change Request and setting forth the terms of the Services provided, which shall be attached hereto as an addendum. Finzly is not required to make any change unless such a Change Order evidencing acceptance of the Change Request is fully executed by both Finzly and Customer. Finzly may, at its sole discretion, reject a Change Request if the requested change will have an impact on its other customers' access to or use of the Services, or its ability to deliver the Services as requested.

4.6   Training and Education. Customer shall use commercially reasonable efforts to cause Authorized Users to be, at all times, educated and trained in the proper use and operation of the SaaS Services that such Authorized Users utilize, and to ensure that SaaS Services are used in accordance with applicable Documentation provided by Finzly from time to time.

5.   CONFIDENTIALITY/PROPRIETARY RIGHTS

5.1   "**Proprietary Information**" means any and all private, confidential or other non-public proprietary information (whether or not a trade secret or otherwise embodied or contained in some tangible form) disclosed or made available from one Party to the other, including, without limitation, any information which, if kept secret, will provide Disclosing Party with an actual or potential economic advantage over others in the relevant trade or industry, such as, but not limited to: (i) supplier and customer lists, supplier and customer-specific information, user lists, vendor lists and content provider lists; (ii) product and process designs, formulas, processes, plans, drawings, concepts, techniques, systems, strategies, software programs and works of authorship; (iii) research and development data and materials, including those related to the research and development of products, materials or manufacturing and other processes; (iv) financial and accounting information, financial and accounting records, pricing information, projects, budgets, projections and forecasts; (v) all industrial and intellectual property rights, including, without limitation, patents, patent applications, patent rights, trademarks, trademark applications, trade names, service marks, service mark applications, copyrights, copyright applications, databases, algorithms, computer programs and other software, know-how, trade secrets, proprietary processes and formulae, inventions, trade dress, logos, designs and all documentation and media constituting, describing or relating to the above; (vi) other information with respect to Disclosing Party which, under the circumstances, the Receiving Party has, or should have, reason to believe is proprietary, confidential, or competitively sensitive or could impair Disclosing Party's ability to compete in the marketplace.

5.2   Each Party (the "**Receiving Party**") understands that the other Party (the "**Disclosing Party**") has disclosed or may disclose or otherwise make available to the Receiving Party the Proprietary Information of the Disclosing Party. Proprietary Information of Finzly includes (without limitation) non-public information regarding features, functionality and performance of the Services or Finzly's operations. Proprietary Information of Customer includes (without limitation) non-public data provided by Customers of Customer to Finzly to enable the provision of the Services ("**Customer Data**").

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5.3   Exceptions. Proprietary Information shall not include information that: (a) at the time of first disclosure by Disclosing Party to Receiving Party was already in the possession of Receiving Party, as shown by written records existing as such time; (b) is independently made available to Receiving Party on a non-confidential basis by an unrelated and independent third party whose disclosure does not constitute a breach of any duty of confidentiality owed to Disclosing Party; (c) is generally available to the public in a readily-available document at no fault of the Receiving Party; or (d) the Receiving Party can prove was independently developed by it without reference to or use of Disclosing Party's Proprietary Information. The burden of proving any of the foregoing exceptions rests with the Party invoking such exception.

5.4   Except as permitted in this Agreement, Receiving Party shall not directly or indirectly use, disclose, disseminate, publish or otherwise reveal any Proprietary Information to any third party without the prior written consent of Disclosing Party, and shall not use the Proprietary Information in any way detrimental to Disclosing Party. Only full-time employees, officers, directors and other representatives of Receiving Party (collectively "**Representatives**") who agree to be bound by the terms of this Agreement, and who need to review the Proprietary Information in connection with the Services, may access and view the Proprietary Information. Receiving Party will take all reasonable actions, by instruction, written agreement, or otherwise, to cause such Representatives to comply with the terms and conditions of this Agreement, and shall be liable for any and all breaches of this Agreement by any Representative. Receiving Party shall use the same methods of protecting any Proprietary Information of Disclosing Party as it uses to protect its own significant confidential information, and, in any event, no less than a reasonable degree of protection. In the event that Receiving Party is required by a court of competent jurisdiction to disclose Proprietary Information, Receiving Party shall first (unless expressly prohibited by law, regulation, and applicable authority) provide Disclosing Party with immediate notice and the opportunity to seek a protective order or to take appropriate action to preserve the confidential nature of the information. If Disclosing Party is unable to, or does not, obtain an order to preserve the confidential nature of the information, Receiving Party shall only disclose the minimum amount as is necessary to comply with its legal obligations as determined by Receiving Party's attorney, and shall work with Disclosing Party to minimize the extent and effects of such disclosure. Each Party agrees to notify the other Party in writing of any misuse or misappropriation of Proprietary Information of the other Party that may come to its attention.

5.5   Upon conclusion of the Term or at Disclosing Party's request, Receiving Party shall either return to Disclosing Party or destroy all Proprietary Information and any and all copies or reproductions thereof consistent with any of Disclosing Party's instructions, and any documents or materials containing, or derived from, Proprietary Information, in any case, whether tangible or intangible, in Receiving Party's possession or control. Receiving Party shall certify to its compliance with this Section in writing upon Disclosing Party's request. The Receiving Party's obligations regarding Proprietary Information received under this Agreement shall continue in effect until the earlier to occur of: (a) five (5) years from the date of the last disclosure of Proprietary Information hereunder; and (b) such time as all Proprietary Information disclosed hereunder becomes publicly known and made generally available through no action or inaction of Receiving Party; provided, however, that each Party's obligations with respect to the Disclosing Party's trade secrets included in any Proprietary Information will survive until the later of: (i) the date such trade secret no longer constitutes a trade secret under applicable law through no fault or violation of Receiving Party, or (ii) perpetually.

5.6   Customer Data. Customer shall own all right, title and interest in and to the Customer Data. Finzly shall own and retain all right, title and interest in and to (a) the Services and all improvements, enhancements or modifications thereto, (b) any software, applications, inventions or other Work Product developed in connection with Professional Services or support, and (c) all intellectual property rights related to any of the foregoing.

5.7   Customer acknowledges that the failure to keep Finzly informed of any requirements of laws, statutes, ordinances, rules, and regulations or any and all governmental authorities that directly or indirectly affect Customer's use of the SaaS Services may have an adverse impact on Customer's ability to use the SaaS Services.

6.   **PAYMENT OF FEES**

6.1   Fees. Customer shall pay Finzly (a) the fees set forth in each SaaS Order Form for the Sass Order Term (as defined in Section 7.2) and each renewal period for the SaaS Services, (b) the fees set forth in each SOW, including any applicable Change Orders, for Professional Services (collectively, the "**Fees**") and (c) any applicable Taxes (as defined in Section 6.5). Any sum due to Finzly, other than those subject to a dispute, shall be due and payable within thirty (30) calendar days from the date of the applicable invoice. Fees shall include any fees incurred through Customer's use of the SaaS Services exceeding a services capacity parameter, including Authorized Users and Authorized Usage, specified on an applicable SaaS Order Form.

6.2   Adjustment. All Fees for SaaS Services set forth in the applicable SaaS Order Form shall be subject to adjustment, beginning on the first anniversary of the SaaS Order Form based upon the U.S. Consumer Price Index (For All-Urban Consumers, U.S. City Averages for All-Items, Other Goods + Services), or any direct replacement of such index, published by the U.S. Department of Labor as revised from time to time ("**CPI**"), plus three percent (3%).

6.3   Disputes. If Customer reasonably believes in good faith that Finzly has billed Customer incorrectly, Customer must contact Finzly in writing, specifying the reasons for such belief, no later than ten (10) days after the date of the applicable invoice in which the error or problem appeared, in order to be eligible to receive an adjustment or credit, if verified by Finzly. Customer agrees to work in good faith with Finzly to resolve the dispute. Customer shall in all events pay all undisputed amounts when due, and may not set off against such invoices any amounts claimed due, whether by SLA credits or otherwise, unless approved by Finzly in writing.

6.4   Late Payments. Unpaid amounts that are not subject to a dispute under Section 6.3 are subject to a finance charge of 1.5% per month, or the maximum permitted by law, whichever is lower, plus all expenses of collection (including reasonable attorneys' fees) and may result in immediate termination of Services.

6.5   Taxes. Customer shall be responsible for all Taxes (as defined in this Section) associated with Services, and thus all Fees and all other amounts payable hereunder or pursuant to any addenda, amendments, SaaS Order Forms, SOWs, Change Order, or other such related documents are exclusive of, and thus shall be without reduction for, any and all Taxes. "**Taxes**" means any and all taxes, duties, fees and other governmental charges in connection with the transactions described in this Agreement (including but not limited to sales or use tax imposed by the US or any state, local or non-US taxing jurisdiction, Goods and Services Tax (GST), Value Added Tax (VAT), the Foreign Account Tax Compliance Act (FACTA) or the Common Reporting Standard (CRS) and any intergovernmental agreements related to FACTA or CRS, and any other legally imposed transaction or withhold taxes), plus any penalties and interest imposed by the taxing jurisdiction; provided, however that "Taxes" shall not include any taxes based upon Finzly's net income.

6.6   Travel Expenses. If Finzly personnel are required to be located on-site in a Customer facility, Customer shall be responsible for any and all preapproved travel, accommodations, and reasonable per diem expenses of Finzly's personnel. The number of Finzly personnel authorized to travel, scope of engagement, and duration of on-site activities taking place at Customer's workplace will be determined as mutually agreed by the parties in writing. Finzly will follow Customer's reasonable travel policies if advised of such policies before the travel is planned.

7.   TERM AND TERMINATION

7.1   Term of Agreement. The term of this Agreement shall be five (5) years, commencing on the Effective Date, and shall renew automatically for an additional one (1) year term unless Customer notifies Finzly ninety (90) days in advance of expiration of its intention not to renew (collectively, the "**Term**").

7.2   Term of SaaS Services. The term for the SaaS Services shall begin on the applicable "SaaS Effective Date" and continue for the "SaaS Order Term," in each case as specified in the SaaS Order Form for such SaaS Services. Either party may terminate this Agreement immediately upon written notice to the other party if no SaaS Order Form is in effect.

7.3   Suspension. Finzly shall have the right to terminate or suspend the Services in any of the following circumstances: (a) upon written notice if any and/or all of the Fees (other than those disputed under Section 6.3) are overdue by more than thirty (30) days; or (b) at any time and without notice if Finzly believes in good faith that Customer is in

material breach of this Agreement, an applicable SaaS Order Form, SOW or any applicable law or regulation, or conducts any act that materially degrades the SaaS Services, including acts that affect any of Finzly's other customers.

7.4   Termination. In addition to any other remedies it may have, either Party may also terminate this Agreement upon thirty (30) days' notice (or without notice in the case of nonpayment), if the other Party materially breaches any of the terms or conditions of this Agreement and such breach remains uncured thirty (30) days after the Party alleging such a material breach has notified the other Party hereto in writing, including sufficient detail of the alleged breach. In addition, Finzly may terminate this Agreement or a SaaS Order Form, in whole or in part, upon written notice if any or all of the Fees (other than those disputed under Section 6.3) are overdue by more than sixty (60) days.

7.5   No Termination for Convenience. Neither Party may terminate this Agreement for convenience or for no cause. For the avoidance of doubt, a party's change in business strategy, model, or operations, or in the event a Party sells all or substantially all its ownership interest or assets in a change of control transaction shall not be considered causes for termination and shall not give a Party the right to terminate this Agreement.

7.6   Effect of Termination. Customer will pay in full for all Services rendered up to and including the effective termination date. In addition, if Finzly terminates pursuant to Section 7.4, all unpaid Fees that would otherwise have been due under an SaaS Order Form or SOW through the end of the applicable Term will become immediately due and payable. Upon any termination of this Agreement, each outstanding SaaS Order Form and SOW, if any, shall terminate and Customer shall immediately cease all use of, and all access to, the SaaS Services and Finzly shall immediately cease providing all Professional Services. All sections of this Agreement which by their nature should survive termination will survive termination, including, without limitation, accrued rights to payment, Proprietary Information obligations, warranty disclaimers, and limitations of liability.

8.   REPRESENTATIONS AND WARRANTIES

8.1   Mutual. Customer and Finzly each represent, warrant and covenant that: (a) it is a business duly incorporated (or in the case of Customer it is a state or federally chartered bank), validly existing, and in good standing under the laws of its state of incorporation or charter; (b) it has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement; (c) the execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles; (d) it shall comply with all applicable federal, state, local, or other laws and regulations applicable to the performance by it of its obligations under this Agreement (and in the case of Customer its use of the SaaS Services) and shall obtain all applicable permits and licenses required of it in connection with its obligations under this Agreement; and (e) it will not introduce any virus, trap, malware, or other malicious or disabling device into other party's systems or networks.

8.2   Exclusions. The Warranties and remedies set forth herein will not apply to the extent caused in whole or in part by: (a) any defect in any portion of any hardware or equipment; (b) any configuration or modification or enhancement made to the Services by anyone other than Finzly; (c) any software, hardware, firmware, peripheral, or communications device used in connection with the SaaS Services; (d) the failure of Customer to follow the most current instructions promulgated by Finzly with respect to the proper use of the SaaS Services; (e) the negligence of Customer or any third party; (f) Customer's instructions to Finzly, or (g) unauthorized use of a the SaaS Services.

8.3   Disclaimer. Services may be temporarily unavailable for because of causes beyond Finzly's reasonable control, but Finzly shall use commercially reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, FINZLY DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE

SERVICES ARE PROVIDED "AS IS" AND FINZLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

9. INDEMNITY

9.1   Finzly Infringement Indemnity. Finzly shall indemnify, defend and hold harmless Customer and its officers, directors, agents, and employees (hereinafter, each, an "**Indemnitee**") from and against any and all third party liabilities, damages, losses, expenses, claims, demands, suits, fines, penalties, or judgments (each, a "**Claim**," and collectively, the "**Claims**"), including reasonable attorneys' fees, costs, and expenses incidental thereto, which may be incurred by any Indemnitee, by reason of any third party Claim arising out of or relating to the SaaS Services infringing or misappropriating any United States or foreign patent, copyright, trade secret, or trademark. The foregoing obligations do not apply with respect to portions or components of the SaaS Services (a) not supplied by Finzly, (b) made in whole or in part in accordance with Customer or Customer specifications, (c) that are modified after delivery by Finzly, (d) combined with other products, services, processes or materials where the alleged infringement relates to such combination, (e) where Customer continues allegedly infringing activity after being notified thereof or after being informed of modifications that would have avoided the alleged infringement, or (f) where Customer's or Customer's use of the Service is not strictly in accordance with this Agreement.

9.2   Specific Remedy. If, due to a claim of infringement, the Services are held by a court of competent jurisdiction to be or are believed by Finzly to be infringing, Finzly may, at its option and expense (a) replace or modify the Service to be non-infringing provided that such modification or replacement contains substantially similar features and functionality, (b) obtain for Customer or Customer a license to continue using the SaaS Service, or (c) if Finzly determines in its reasonable judgment that neither of the foregoing is commercially practicable, terminate this Agreement (and any applicable SaaS Order Form and/or SOW) and Customer's rights hereunder and provide Customer a refund of any unused prepaid fees for the Service.

9.3   Indemnification Procedure. The following shall be express conditions to the availability of Finzly's indemnification hereunder. Promptly after receipt by Customer of a threat, notice, or filing of any Claim against an Indemnitee, Customer shall give written notice thereof to Finzly. Finzly shall have sole control of the defense and of all negotiations for settlement of a Claim and Customer shall not independently defend or respond to a Claim, although Customer shall reasonably assist Finzly. In any action for which Finzly provides defense on behalf of Customer, Customer may participate in such defense at its own expense by counsel of its choice. Finzly must obtain Customer's prior written consent to enter into any settlement that imposes any non-monetary penalties on Customer.

10. LIMITATION OF LIABILITY

10.1   NOTWITHSTANDING ANYTHING TO THE CONTRARY, FINZLY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF DATA OR COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY OR LOSS OF BUSINESS.

10.2   FINZLY AND ITS SUPPLIERS (INCLUDING BUT NOT LIMITED TO ALL EQUIPMENT), OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT REGARDLESS OF BEING ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3   EXCEPT WITH RESPECT TO FINZLY'S INDEMNIFICATION OBLIGATIONS HEREIN, OR AS SET FORTH IN 10.4 BELOW, FINZLY'S MAXIMUM AGGREGATE LIABILITY UNDER THIS AGREEMENT SHALL

NOT EXCEED THE FEES PAID BY CUSTOMER TO FINZLY FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT THAT GAVE RISE TO THE LIABILITY (OR FOR CLAIMS THAT ARISE PRIOR TO TWELVE (12) MONTHS AFTER THE EFFECTIVE DATE, AN AMOUNT EQUAL TO THE AVERAGE MONTHLY FEES PAID BY THE CUSTOMER MULTIPLIED BY TWELVE (12)), IN EACH CASE, WHETHER OR NOT FINZLY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.4   NOT WITHSTANDING ANY LIMITATION SET FORTH IN THIS SECTION TO THE CONTRARY, FINZLY'S MAXIMUM LIABILITY ARISING OUT OF OR RELATED TO DATA BREACHES CAUSED BY FINZLY'S BREACH OF ITS DATA SECURITY OBLIGATIONS HEREUNDER SHALL NOT EXCEED THE FEES PAID BY CUSTOMER TO FINZLY FOR THE SERVICES UNDER THIS AGREEMENT IN THE EIGHTEEN (18) MONTHS PRIOR TO THE DATA BREACH GIVING RISE TO THE LIABILITY(OR FOR CLAIMS THAT ARISE PRIOR TO EIGHTEEN (18) MONTHS AFTER THE EFFECTIVE DATE, AN AMOUNT EQUAL TO THE AVERAGE MONTHLY FEES PAID BY THE CUSTOMER MULTIPLIED BY EIGHTEEN (18).

10.5   Independent Allocations of Risk. Each provision of this Agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this Agreement between the Parties. This allocation is reflected in the pricing offered by Finzly to Customer and is an essential element of the basis of the bargain between the Parties. Each of these provisions is severable and independent of all other provisions of this Agreement. The limitations in this Section 10 will apply notwithstanding the failure of essential purpose of any limited remedy in this Agreement.

11.   INFORMATION SECURITY

Finzly agrees to use commercially reasonable efforts to abide by the information security provision of **Exhibit E (Information Security)** hereto. Customer may audit the security protocols in place by Finzly as more fully detailed on Exhibit E.

12.   INSURANCE

Finzly shall, at its own expense, procure and maintain in full force and effect during the Term of this Agreement, policies of insurance, of the types and in the amounts set forth on **Exhibit F (Insurance)**.

13.   FORCE MAJEURE

Except for payment obligations, neither Party will be liable to the other for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including, without limitation, fire, flood, earthquake or other natural catastrophes, acts of war, terrorism, civil disobedience, governmental acts, laws or regulations, embargoes, labor strikes, or failures of telecommunications or Internet services. Each Party will use commercially reasonable efforts to give written notice to the other promptly after becoming aware of any condition or event causing any such excusable performance, failure or delay.

14.   PUBLICITY

Customer hereby permits, for each SaaS Service, (a) the name and logo of Customer to be posted on Finzly's web site and in marketing and advertising materials and (b) to issue and publish a press release, containing a quotation from a representative of Customer announcing that Customer has licensed the SaaS Services and the general context of the intended use, subject to compliance with Customer's reasonable brand guidelines or other specifications regarding logo usage.

Subject **Section 5** and explicit written consent from the Customer, for each SaaS Service, Customer shall make one or more representatives reasonably available for reference inquiries from potential Finzly customers or investors and permit Finzly to publish a case study describing in general terms the nature of Customer's use of the SaaS Service.

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15. NOTICES

Any notice given pursuant to this Agreement shall be in writing and shall be given by (a) personal service, for which notice is deemed given upon delivery; (b) by United States certified mail, return receipt requested, postage prepaid (if to Finzly, to Finzly, Inc., 2815 Coliseum Centre Dr, Suite 240, Charlotte, NC 28217, Attn: Booshan Rengachari; and if to Customer, to the addresses appearing at the end of this Agreement, or as changed through written notice to the other Party from time to time), for which notice is deemed given upon delivery as determined by the return receipt; or (c) by email, return receipt requested, for which notice is deemed given upon acknowledgement by the recipient, followed by notice in accordance with another method as specified in clause (a) or (b) above.

16. GOVERNING LAW

This Agreement shall be governed by and construed exclusively in accordance with the laws of the State of New York without giving effect to any choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction). Any action arising out of or relating to this Agreement shall be heard and determined exclusively in any state or federal court located in New York, New York. The provisions in this Section shall apply to any arbitration proceeding specified above. Each party hereby irrevocably and unconditionally waives any objection to the placing of venue of any such suit, action or proceeding brought in any such court and any claim that any such suit, action or proceeding brought in any such court has been brought in an inconvenient forum.

17. NON-SOLICITATION

During the Term of this Agreement and for a period of one (1) year thereafter, Customer will not, directly or indirectly, employ or solicit the employment or services of a Finzly employee or independent contractor without the prior written consent of Finzly. The foregoing limitation shall not apply to the extent a Finzly employee or independent contractor contacts Customer pursuant to a general advertisement not directed at Finzly personnel.

18. PERSONNEL

18.1   Finzly may utilize its employees, independent contractors, consultants, or otherwise subcontract the performance of Services pursuant to this Agreement without Customer's prior written consent or approval. Finzly will be responsible for the performance of any authorized consultants, contractors, and subcontractors on a regular basis. No subcontracting or use of independent contractors or consultants will release Finzly from its responsibility for its obligations under this Agreement.

18.2   Finzly will perform criminal background checks and drug tests on its employees and independent contractors upon hire and in the event circumstances have changed requiring retesting of such individuals. The details of Finzly's background checks are set forth on **Exhibit G (Background Check Details)**.

19. MISCELLANEOUS

If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. This Agreement is not assignable, transferable or sublicensable by a Party except with the other Party's prior written consent. Notwithstanding the foregoing, however, either Party may assign this Agreement without the prior written consent of the other party, but with at least ten (10) days' prior written notice of the same, to (i) an affiliate or subsidiary, or (ii) any person or entity that acquires or succeeds to all or substantially all of such Party's business or assets, whether by merger, stock sale, asset sale, or any other means. This Agreement (together with all Exhibits, SaaS Order Forms and SOWs hereto) is the complete and exclusive agreement of the Parties and supersedes and cancels all previous written and oral agreements,

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communications and other understandings relating to the subject matter of this Agreement, and that all waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein., In the event that a proceeding is brought to enforce any provision or declare a breach of this Agreement, the prevailing Party shall be entitled to recover, in addition to any other amounts awarded, the reasonable legal and other related costs and expenses actually incurred by such Party. An action for breach of this Agreement or any other action otherwise arising out of this Agreement must be commenced by Customer within one year from the date the right, claim, demand, or cause of action first occurs, or such claim or action will be barred forever. No agency, partnership, joint venture, or employment is created as a result of this Agreement and Customer does not have any authority of any kind to bind Finzly in any respect whatsoever. This Agreement is for the sole benefit of the signatories hereto and their permitted successors and assigns. Nothing, express or implied, in this Agreement is intended to create or be construed to create any rights of enforcement in any persons or entities who are neither signatories to this Agreement nor non-party Indemnitees. This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute a single agreement binding both parties. The signatures of the parties in electronic form, in a PDF or other facsimile form shall be deemed to constitute original signatures.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Party hereto has caused this Master SaaS Agreement to be duly executed by its authorized representative as of the Effective Date.

FINZLY, INC.	**CUSTOMER: [_____]**
By:	By:
Name:	Printed Name:
Title:	Title:
Date:	Date:

Address for Notices:

_____

_____

_____

Attn: [   ]

Exhibit A
SAAS ORDER FORM NO. 1
TO MASTER SAAS AGREEMENT

This SAAS ORDER FORM NO. 1 (the "SaaS Order Form") entered into as of this **[__] day of [__], 2024** (the "Services Effective Date") is an addendum to, and is hereby incorporated into, and is governed by, the Master SaaS Agreement dated **[__] [__] 2024**, by and between Finzly, Inc. ("Finzly") and the Customer, including all exhibits and addenda incorporated therein (collectively, the "Agreement").

Unless expressly provided for in this SaaS Order Form, in the event of a conflict between the provisions contained in this Order Form and those contained in the Agreement, the provisions contained in this Order Form shall prevail.

      1.   <u>SaaS Services</u>. This SaaS Order Form outlines the terms under which Finzly will provide the SaaS Services described in section 1. of the Agreement.

      2.   <u>License Grant</u>. Finzly hereby grants Customer and Authorized Users a limited, non-exclusive, non-sublicensable, nontransferable license to (a) install copies of each of the following SaaS Services on computers operated by or for Customer or Authorized Users, and (b) access and use each of the following SaaS Services from computers operated by or for Customer or Authorized Users, solely for purposes as set forth herein.

SaaS Service(s):
…..

      3.   <u>Access; Services</u>. During the Services Term of this SaaS Order Form, Finzly shall use commercially reasonable efforts (i) to provide Customer and Authorized Users access to each the SaaS Services in accordance with the terms and conditions of the Agreement.

      4.   <u>Professional Services</u>. If applicable and as provided in Section 2 of the Agreement, Finzly and Customer shall execute and attach to the Agreement an SOW describing any Professional Services to be provided in connection with the SaaS Services identified herein, and may, but need not, include, the Professional Services offered, limitations, milestones, fees, term and other applicable terms and conditions.

      5.   <u>Support Services.</u> Unless otherwise expressly provided below, the parties agree that the Support Services to be provided are those described in the applicable Agreement, as further detailed in the SLA Exhibit.

      6.   <u>Services Term</u>. This SaaS Order Form shall commence as of the SaaS Effective Date and shall continue for a period of five (5) years (the "SaaS Order Term") unless terminated earlier under the terms of the Agreement. The Services Term shall be renewed automatically for an additional one (1) year term unless Customer notifies Finzly ninety (90) days in advance of expiration of its intention not to renew the Services Term.

7.   <u>Fees</u>. For access to and use of the SaaS Services described in this SaaS Order Form, Customer agrees to pay the following Fees pursuant to Article VII (PAYMENT OF FEES) of the Agreement and in addition to any additional payments required by such Agreement:

a. <u>SaaS Services Fees</u>. For access to and use of the SaaS Services, hosting and Support Services, Customer shall pay to Finzly the following SaaS Services Fee(s):
   TBD

b. <u>Billing Schedule</u>: Finzly shall invoice Customer the Annual SaaS Services upon the Services Effective Date and on the anniversary of the Services Effective Date. Any applicable Overage Fees will be invoiced quarterly.

c. <u>Annual Fee Increase.</u> Every year, Finzly may increase the SaaS Services Fee in Finzly's sole discretion as defined in Section 6.2 of the Agreement.

8.   <u>Termination</u>. This SaaS Order Form can be terminated in accordance with the terms and conditions set forth in Section 7 (TERM & TERMINATION) of the Agreement. A breach of this SaaS Order Form constitutes cause for the termination of the Agreement, at the non-breaching parties' option, pursuant to Section 7.4 of the Agreement.

[remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF, the parties have duly executed this SaaS Order Form by their respective authorized representatives as of the Services Effective Date.

Finzly Inc   <mark>-------------------------------</mark>
                                                           (Customer)

_____   _____
Authorized Signature   Authorized Signature

_____   _____
Name   Name

_____   _____
Title   Title

_____   _____
Date   Date

Exhibit B
STATEMENT OF WORK NO. 1
TO MASTER SAAS AGREEMENT

This STATEMENT OF WORK NO. 1 (the "**SOW**") entered into as of this [__] day of [__], 2024 (the "**Services Effective Date**") is an addendum to, and is hereby incorporated into the Master SaaS Agreement dated [__] [__] 2024, by and between Finzly, Inc. ("**Finzly**") and the Customer, including all exhibits and addenda incorporated therein (collectively, the "**Agreement**").

Unless expressly provided for in this SOW, in the event of a conflict between the provisions contained in this SOW and those contained in the Agreement, the provisions contained in this SOW shall prevail.

      1.   Purpose. This SOW outlines the terms under which Finzly will provide certain Professional Services to Customer.

      2.   Scope of Services. Finzly agrees to provide to Customer the following Professional Services pursuant to the terms of this SOW and the terms of the Agreement:

Finzly will appoint an implementation manager who will be responsible for the overall management of Finzly resources and assigned project activities. The implementation manager will support Customer's project manager in performing project reviews, managing assigned project activities, and serve as Finzly's single point of contact.

Finzly shall deliver the following as part of the implementation:

Environment Setup

TBD

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      3.   Term and Termination. This SOW shall be effective as of the Services Effective Date and shall continue in full force and effect until the Professional Services contemplated by this SOW have been completed and user acceptance testing has been successfully completed in accordance with the Project Schedule set forth below; provided, however, that the provisions of Section 7 (Change Control Process) and Section 8 (Implementation Performance Warranty) shall survive the expiration of this SOW. Performance obligations for the SOW shall be considered as completed on the expiration of the Warranty Period as defined in the Section 8, and all future liability of Finzly with respect to this SOW shall be terminated.

      4.   Responsibilities of Customer.

To make this project a success, Customer will allocate a project manager as a customer "representative" to act as a point of contact, allocate resources as needed, and use commercially reasonable efforts to:

1. Make Customer resources available during the analysis stage of the project.

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2. Make available a live service from Customer's core provider and other vendors with required support from those providers or bank personnel with the required knowledge.
3. Facilitate timely response from Customer's vendors and the required support for successful delivery of Finzly deliverables.
4. Review and verify functionality delivered by Finzly.
5. Commit to delivering feedback and/or acceptance back to Finzly within one (1) week of receiving each deliverable.
6. Provide any required hardware/software related to connectivity to the core, including any VPN between Finzly and Customer.

Customer shall communicate any changes to the rollout plan to Finzly team as part of the initial project definition stage as per the Change Control Process.

5.   Project schedule: The project will be executed and delivered in three (3) stages.

Stage 1 - Analysis: Finzly and Customer review/document current process, Finzly workflows, and the creation of end state goals, interface documents, go-live plan, and signoff.

Milestone	Description	Duration	Timeline*
1	Contract execution, 3rd party NDAs and Discovery document submission		
2	Project Kick-off		
3	Project Implementation Scope Document, Onboarding Document, and Interface Specification (ISD)		
4	Customer signoff on (ISD)		

*The duration of this stage depends on Customer providing reasonable resources to help Finzly complete the necessary gathering of workflows and detailed information for integrations.

• **Stage 2 build:** Finzly builds Customer's test environments and defined interfaces. This phase shall begin after Stage-1 is signed off.

Milestone	Description	Duration	Timeline*
5	Build Phase		
6	Customer delivers UAT test plan in accordance with the scope of project.		
7	Complete interface development		

* Depends on the Stage 1 analysis completion

• **Stage 3 UAT and Certification:** Customer begins execution of their test plan.

Milestone	Description	Duration	Timeline*
8	Begin UAT		

9	Complete UAT & Signoff		
10	Go live in production		

* The duration of this stage depends in part on Customer's resources completing their test plan as defined in Stage 1.

6. Fees. All of the Professional Services provided hereunder are provided on a fixed cost basis. Customer agrees to pay to Finzly the following fees:

Description	Fee
At contract Signoff	
At completion of UAT Signoff (Milestone 9)	
Total	

7. Change Control Process. A change in the project schedule, timeline, Finzly deliverables, or scope of the services or product provided by Finzly must be agreed in writing by both Parties using the Change Order process set forth in the Agreement, and Customer may incur additional cost as agreed in any Change Order; provided that Customer shall incur no additional Professional Service Fees or other costs for delays resulting from reduced availability due to holidays or pandemic or for delays attributable, directly or indirectly, to Finzly. Any change, requested by Customer, to deliverable, scope and timeline shall be addressed as provided in Section 4.5 and Exhibit D of the Master SaaS Agreement (the "Change Order ").

8. Performance Implementation Warranty. Finzly warrants to Customer that each Licensed Product implemented through this SOW Addendum will conform in all material respects to the specifications, functions, descriptions, standards, and criteria set forth in the applicable Documentation (the "Performance Warranty") during the 90-day period following delivery of such Licensed Product to Customer upon UAT Signoff ("Warranty Period")

If any portion of a Licensed Product fails to conform to the Performance Warranty during the Warranty Period, Customer's exclusive remedy, and Finzly's entire liability in contract, tort, or otherwise, will be to use commercially reasonable efforts to provide a correction or mutually agreed to solution for any error that is (a) reported to Finzly during the Warranty Period and (b) reproducible by Finzly on an unmodified copy of the same version of such Licensed Product. If after repeated efforts, Finzly is unable to provide a correction or mutually agreed to solution for a reported Errors during the Warranty Period, then Customer's exclusive remedy, and Finzly's entire liability in contract, tort, or otherwise, will be to refund to Customer on a prorata basis the license fees pre-paid by Customer for such Licensed Product upon Customer's return of the original and all copies of such Licensed Product in its possession, together with its certification that it has ceased all use, reproduction, and distribution of such Licensed Product.

The Performance Warranty and remedies set forth herein will not apply to the extent caused in whole or in part by: (a) any defect in any portion of any of Customer's hardware or equipment; (b) any configuration or modification or enhancement made to a Licensed Product by anyone other than Finzly; (c) any software, hardware, firmware, peripheral, or communications device used by Customer in connection with a Licensed Product; (d) the failure of Customer to follow the most current instructions as provided to Customer from

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time to time by Finzly with respect to the proper use of a Licensed Product; (e) the negligence of Customer or any third party; or (f) Unauthorized Use of a Licensed Product.

Finzly shall address any defects or issues reported after the Warranty Period as per the service level and remedies available under SLA in the Agreement.

9.   Estimates for Services and Other Direct Costs. No travel is anticipated under this SOW. In the event travel is required by Customer, Finzly will invoice incurred travel and living expenses based on Customer's Contractor Travel Policy with no mark up once per month. Maximum travel and expense costs will not to exceed $5,000.

10.   Invoices and Payment. Finzly will submit invoices to Customer reference this specific SOW, for fees and charges due for all Professional Services rendered hereunder as set forth in the Agreement. Customer shall remit payment to Finzly for all invoices according to the terms provided in the Agreement.

[The remainder of page intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the parties have duly executed this SOW by their respective authorized representatives as of the Effective Date.

| **Finzly Inc** | **---------------------------------** |
| | **(Customer)** |

Authorized Signature	Authorized Signature

Name	Name

Title	Title

Date	Date

finzly

EXHIBIT C

Production Service Level Agreement

This Exhibit C – Production Service Level Agreement ("SLA"), is hereby incorporated in, and governed by, the Master SaaS Agreement by and between Customer and Finzly, including any addenda, exhibits, or amendments applicable thereto (the "Agreement"). Unless expressly provided for in this Exhibit C, in the event of a conflict between the provisions contained in the Agreement and those contained in this Exhibit C, the provisions contained in this Exhibit C shall prevail. Notwithstanding anything to the contrary herein, in the event of any failure or breach of the terms of this Exhibit C, Customer's sole and exclusive remedy, and Finzly's sole and exclusive liability, shall be the specific remedies outlined in this exhibit.

Technical Support. Finzly shall provide Customer with telephone and email support ("Technical Support") during the hours of 8:00 a.m. to 8:00 p.m., Eastern Time ("Support Hours"), Monday through Friday, excluding holidays observed by Finzly. Finzly observes its holidays based on commonly observed bank holidays. Customer can contact Technical Support through the support portal, e-mail: support@finzly.com or the toll-free telephone number provided by Finzly +1-844-792-7783.

Emergency Support. For any emergency support outside the Support Hours, Customer may contact Technical Support. For any emergency issues, Finzly will use commercially reasonable efforts to resolve any mission critical, loss of use or operation of SaaS Services in the most expedient manner possible. Any non-emergency work performed outside of Support Hours may be subject to additional fees.

Support Response: Finzly will assign one of four severities to a Support Request, based on the description in the Support Request, and consistent with the severity level descriptions below.

Severity Level Descriptions

Classification	Description: Any Error compromising or causing any of the following events or effects
Severity Level 1 (Blocker)	• Issue affecting entire system or single critical function • System/rail is down or operating in materially degraded state • Data integrity at risk • Widespread access interruptions • Customer cannot reasonably continue work
Severity Level 2 (Critical)	• Primary component failure that materially impairs business operations • Data entry or access is materially impaired on a limited basis • Small percentage of users experiencing issue with creating payments or accessing the system
Severity Level 3 (Major)	• Minor issue that can be addressed with a work around • Issues that are not time critical • Component or access failure results in minimal business impact • Issues that impact a small subset of users or clients

Severity Level 4 (Minor)	• Request for assistance, information or services that are routine in nature • Product enhancement request

Response Time: The "Response Time" is the time Finzly takes to first respond to the Service Request raised by the Customer. It is measured from the moment the Customer submits a Support Request via Finzly's customer support portal.

Resolution Time: The "Resolution Time" is the time Finzly takes to resolve the reported Service Request, either by work around or by providing a fix. It is measured from the moment Finzly responds to the Support Request.

Response and Resolution Procedures

Severity Level	Response and Response Time	Resolution and Resolution Time
1 - Blocker	1. Acknowledgement of Error: 15 minutes from receipt of Error. 2. Commencement of work: 30 minutes from acknowledgement of Error. 3. Updates: Every two (2) hours or as practically as possible.	1. Provision of a fix or workaround within four (4) hours or as agreed with the Customer. 2. If a workaround is provided, the Severity Level will be reviewed and updated as mutually agreed upon. The final resolution and the final resolution time will be mutually agreed upon.
2 - Critical	1. Acknowledgement of Error: 30 minutes from receipt of Error. 2. Commencement of work: One (1) hour from acknowledgement of Error. 3. Updates: Every four (4) hours or as practically as possible.	1. Provision of a fix or workaround in the next viable maintenance window (Tuesdays and Thursdays at 11:30pm Eastern Time) or as agreed upon with the client. 2. If a workaround is provided, the Severity Level will be reviewed and updated as mutually agreed upon. The final resolution and the final resolution time will be mutually agreed upon.
3 - Major	1. Acknowledgement of Error: Two (2) hours from receipt of Error. 2. Commencement of work: As soon as mutually agreed. 3. Updates: As soon as commercially possible, an update will be provided about the plan to fix the Error or provide a workaround.	1. Provision of a fix or workaround in the next quarterly release cycle or as agreed upon with the client. 2. If a workaround is provided, the Severity Level will be reviewed and updated as mutually agreed upon. The final resolution and the final resolution time will be mutually agreed upon.

4 –Minor	1. Acknowledgement of Error: One (1) business day from receipt of report. 2. Commencement of work: As soon as practically possible. 3. Updates: An update will be provided during relationship meeting or when requested by Customer via support portal.	1. Finzly shall provide a resolution as soon as practically possible.

Monthly Uptime: Finzly shall use its best efforts to provide the SaaS Services force majeure events excepted, during the applicable Term with availability to Customer of not less than 99.90% of the time during the Support Hours in any calendar month (the "Monthly Uptime Percentage"). This service level will first be measured three (3) months after the first production use of the SaaS Services. Customer shall immediately notify Finzly of any downtime and provide Finzly with reasonable detail of the nature and circumstances of same. Downtime shall begin to accrue as soon as Customer notifies Finzly or Finzly recognizes that downtime is taking place, and continues until the availability of the SaaS Services is restored.

Disaster Recovery: A declaration of a disaster will be made within 30 minutes of the initial contact, based on the unavailability of services. For this Agreement, both Recovery Time Objective (RTO) and Recovery Point Objective (RPO) are not to exceed one (1) hour each. For clarity, if disaster occurs at 10 AM, and is declared at 10:30 AM, Recovery Point Objective is 9 AM (the time, Finzly is required to recover the backup data as of 9 AM to restore the services), and Recovery Time Objective is 11:30 AM (the time, SaaS Services is expected to be up with the backup data).

Monthly Uptime Service Levels

Service Level	Description	Penalty
Tier 1	Monthly Uptime Percentage of the entire system for any calendar month is less than 99.9% but 99% or more.	Customer shall be entitled to a refund equal to 2% of the pro-rated monthly portion of the applicable SaaS Services Fee set forth in the applicable SaaS Order Form.
Tier 2	Monthly Uptime Percentage of the entire system for any calendar month is less than 99% but 98% or more	Customer shall be entitled to a refund equal to 4% of the pro-rated monthly portion of the applicable SaaS Services Fee set forth in the applicable SaaS Order Form..
Tier 3	Monthly Uptime Percentage of the entire system for any calendar month is less than 98% but 95% or more	Customer shall be entitled to a refund equal to 6% of the pro-rated monthly portion of the applicable SaaS Services Fee set forth in the applicable SaaS Order Form..

Tier 4	Monthly Uptime Percentage of the entire system for any calendar month is less than 95%,	Customer will have the right to terminate this Agreement and/or the applicable SaaS Order Form without a payment penalty with at least seven (7) days' prior written notice to Finzly within one-twenty (120) days. Upon any such termination of this Agreement and/or the applicable SaaS Order Form., each Party shall make payment to the other Party of all Services Fees and other Fees, if any, due and payable at the effective time of such termination in accordance with the applicable SaaS Order Form., and Finzly shall refund to Customer on a pro rata basis any such Fees prepaid for services or deliverables that were not performed as of the effective date of such expiration or termination.

Collection of SLA Penalties: Service level reporting shall be available via Finzly's production support ticketing portal and shall be provided by the fifth (5th) business day of each month. Customer must request and claim any refunds that result from service level misses and shall be payable as per Section 7.1 of the Agreement.

Exclusions: The calculation of Response Time, Resolution Time and Monthly Uptime Percentage shall exclude any Error reported by Customer which is due to (a) any hardware or software or equipment that are maintained by Customer or any third-party vendor of Customer; (b) any configuration or modification or enhancement made to a SaaS Services in a way that is not recommended by Finzly; (c) any software, hardware, firmware, peripheral, or communications device not licensed from or managed by Finzly; (d) the failure of Customer to follow the most current instructions recommended by Finzly with respect to the proper use of SaaS Services; or (e) the negligence of Customer or any third party. Finzly may charge Customer to support the exclusions in this section, or to fix the Errors at Finzly's hourly Professional Services rates then in effect.

This SLA also does not apply if the Customer is in breach of this Agreement or any SaaS Addendum.

EXHIBIT D

Change Order

This CHANGE ORDER FORM NO. _____ (the "Change Request") entered into as of this _____ day of _____, 20___ (the "Change Effective Date") is an addendum to, and is hereby incorporated into, and governed by, the Master SaaS Agreement dated _____, by and between Finzly, Inc. ("Finzly") and the Customer, including all exhibits and addenda incorporated therein (collectively, the "Agreement").

Unless expressly provided for in this Change Request, in the event of a conflict between the provisions contained in this Change Request and those contained in the Agreement, the provisions contained in this Change Request shall prevail.

Customer hereby requests the changes described below to the following SaaS Services, which is licensed to Customer pursuant to the general terms of the Agreement and pursuant to the specific terms of the SaaS Addendum applicable to such SaaS Services:

Requesting Entity	Customer Name	Date of Request	DD-MMM-YYYY
Requested by	Customer Requestors		

Change Summary	

Description of Change:

Reason for Change:

Expected Benefit:

Other alternatives or workarounds:

finzly

Priority:				
☐ Urgent	☐ Essential	☒ High	☐ Medium	☐ Low
Effect of NOT Approving this Change:				

Affected System	

Requested Start Date	
Requested Completion Date	

Description (To be filled by Finzly)	Estimated Hours	Estimated Cost
Project Management		
Analysis		
Development (Code and Unit Test)		
Quality Assurance Testing		
User Acceptance Testing		
Training		
Installation		
Total Cost:		

Finzly shall invoice the Customer the above-mentioned Total Cost for all Professional Services rendered hereunder on the signature date of Finzly Project Manager. Customer shall remit payment to Finzly for all invoices according to the terms provided in the Master Services Agreement.

Client Project Sponsor

☐ Approved   Signature: _____

☐ Rejected   Title: _____   **Date:**   DD-MMM-YYYY

Reason for Rejection (if applicable):

Finzly Project Manager

☐ Approved   Signature: _____

finzly

☐ **Rejected**   **Title:** _____   **Date:** DD-MMM-YYYY

Reason for Rejection (if applicable):

EXHIBIT E (INFORMATION SECURITY)

1. <u>Hosting Services</u>. Finzly will provide the hosted SaaS Services from an SSAE certified data center. Upon request by Customer, Finzly will provide the SSAE report to Customer or facilitate the request to obtain the report from Finzly's data center. Customer is not responsible for any fees that may be due to the vendor of hosting services.

2. <u>Redundancy</u>. Finzly will use its best efforts to minimize the impact or duration of any outage, interruption, or degradation of the SaaS Services. Without limiting the foregoing, Finzly will employ active-active or active-standby servers at its production data center, and another server at its Disaster Recovery (DR) data center. A disaster is a serious disruption of the production data center, which would include servers, services and related data, resulting in the unavailability of business-critical services defined herein. The SaaS Services at DR will be activated in case primary data center has a disaster or if both active-active or active-standby servers have hardware failures.

3. <u>Backup and Recovery of Customer Data</u>. As a part of the SaaS Services, in the event that the SaaS Services is interrupted, Finzly is responsible for maintaining a backup of Customer Data and for an orderly and timely recovery of such data as per the SLA.

4. <u>Disaster Recovery Plan</u>. Within thirty (30) calendar days following the Effective Date and on an annual basis thereafter until the expiration or termination of this Agreement, Finzly shall test its then current business continuity plan (hereinafter "**Disaster Recovery Plan**"). Finzly shall use its standard Disaster Recovery Plan and is not required to customize this Disaster Recovery Plan for each or any of its customers, unless Customer agrees to pay Finzly for such customization at Finzly's then Professional Services rate. Customer, at its option and cost, may participate in Finzly's disaster recovery tests.

5. <u>Document Destruction</u>. Finzly will retain and destroy any Customer Data in accordance with its document retention and destruction policies in effect from time to time, or as required by law.

6. <u>Privacy</u>. Finzly agrees to discharge its obligations under this Agreement in accordance with the provisions of all state and Federal privacy laws, rules or regulations, including the Gramm Leach Bliley Act and FFIEC guidance applicable to Finzly's provision of the Services hereunder (hereinafter the "**Applicable Privacy Laws**"). Finzly shall promptly notify Customer of any known security breach compromising non-public personally identifiable information governed by Applicable Privacy Laws ("**PII**") and stored on Finzly's servers and shall make reasonable efforts to identify the PII affected by the security breach.

7. <u>Transaction Data</u>: Finzly shall store and host seven (7) years of transaction data on the platform unless directed otherwise by Customer. Upon Customer request, Finzly shall support archival of transaction data, at Customer's cost.

8. <u>Loss of Data</u>. In the event of any act, error or omission, negligence, misconduct, or breach that compromises or is suspected to compromise the security, confidentiality, or integrity of Customer Data or the physical, technical, administrative, or organizational safeguards put in place by Finzly

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that relate to the protection of the security, confidentiality, or integrity of Customer Data, Finzly shall, as applicable: (a) notify Customer as soon as practicable but no later than forty-eight (48) hours after becoming aware of such occurrence; and (b) reasonably cooperate with Customer in investigating the occurrence, including making available all relevant records, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by Customer.

EXHIBIT F (INSURANCE)

Finzly will maintain the following coverages. Upon request, Finzly shall provide or cause to be provided a certificate of insurance from an authorized insurance agent certifying that such coverage is in effect.

1. Comprehensive general liability insurance in the minimum amount of One Million U.S. Dollars and No/Cents ($1,000,000.00) per occurrence, covering at least bodily injury, property damage and broad form contractual liability.

2. Automobile liability in the minimum amount of One Million U.S. Dollars and No/Cents ($1,000,000.00) combined single limit per occurrence covering owned/non-owned vehicles, such policy to cover bodily injury and property damage.

3. Worker's compensation in statutory limits up to an amount of One Million U.S. Dollars and No/Cents ($1,000,000.00).

4. Professional liability, including errors and omissions liability insurance in the minimum amount of One Million U.S. Dollars and No/Cents ($1,000,000.00) covering losses resulting from errors, and omissions.

5. Cyber risk in the minimum amount of One Million U.S. Dollars and No/Cents ($1,000,000.00) per occurrence.

6. Excess umbrella liability of Five Million U.S. Dollars and No/Cents ($5,000,000.00) per occurrence.

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Exhibit G
Background Check Details

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Finzly's current background check screening includes the below listed checks. Finzly, may, from time to time, update the background check screening as required; provided that no such update shall work to eliminate, limit, or reduce any of the checks, searches, or monitoring activities identified below, except as expressly required under applicable law. Upon request from Customer, Finzly will provide its current background check details to Customer.

1. **Criminal Background Check**:

   - State Court Criminal Database by County: State court criminal records in a county are searched.

   - Statewide Criminal Check: The Statewide Criminal Check is a search of a state's official criminal history repository managed, maintained, and made available through a state agency.

   - Criminal Activity Monitoring: This monitoring provides a near-real-time report when an employee is booked or incarcerated by county or municipal law enforcement agencies.

   - State Sex Offender: This searches a state Sex Offender Registry and reports sex-related criminal convictions within the last seven years, subject to legal limitations.

   - National Criminal Database: The National Criminal Database search to identify criminal records reported in a proprietary national database.

   - National Sex Offender & Violent Abuse Registry: A National Sex Offender and Violent Abuse Registry search is a comprehensive review of sexual predators and sexual offenders as reported to a national sex offender registry.

   - Extended Global Sanctions: Hundreds of domestic and international watch lists and expanded international sanction searches including politically exposed persons database.

   - Enhanced Nationwide Screening: This includes a countrywide criminal records search using the employee's current residence PLUS a multi-jurisdictional search covering all 50 states and including over 600 million current and historical felony convictions and misdemeanor convictions and currently registered sex offenders

   - Fraud Abuse Control Information System: Fraud Abuse Control Information System (FACIS) Level 1M screens employees for federal and state exclusions and debarments.

   - Global Criminal Search: Worldwide criminal search based on the laws and regulations of the specific jurisdiction or nation.

2. **Civil Background Check:**

- A County Civil Search, Federal civil court searches, Federal bankruptcy court searches (subject to legal limitations), Breaches of contract, civil judgments, lawsuits of all kinds, paternity suits, domestic disputes, divorces, and restraining orders.

3. **Risk and Compliance Check:**

- Global Office of Foreign Assets Control & Security's Denied Persons: Search against the OFAC's Specially Designated Nationals and Block Persons watch list and the Denied Persons List of the U.S. Department of Commerce Bureau of Industry and Security (BIS).

- Office of Inspector General: Search against the OIG maintained List of Excluded Individuals/Entities (LEIE).

- Fraud and Abuse Control Information System (FACIS): The FACIS searches a vast database containing adverse actions associated with individuals and entities sanctioned in the healthcare field.

- National Practitioner Databank: Search against National Practitioner Databank (NPDB).