# MASTER SERVICES AGREEMENT

This Master Service Agreement, dated as of _____, by and between Surecomp Business Solutions Limited, a company incorporated in England and Wales, with an address at 19-20 Bourne Court Southend Road, Woodford Green, Essex, United Kingdom, IG8 8HD ("Surecomp"), and _____, with an address at _____ (the "Customer"); each, individually "a Party" and together "the Parties".

*Capitalized terms used but not otherwise defined in this Agreement shall have the meanings assigned to them in Schedule 1 (Definitions).*

WHEREAS, Surecomp provides a cloud-based software platform, trade finance, digital banking and related technology services; and WHEREAS, Customer desires to subscribe to and access certain services provided by Surecomp, and Surecomp is willing to provide such services to Customer pursuant to the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties hereby agree as follows:

## 1. THE SERVICES

1.1. Subject to the terms and conditions of this Agreement, including Customer's timely payment of all applicable Fees, Surecomp grants Customer a limited, non-exclusive, non-transferable, and non-sublicensable right during the applicable Subscription Term to access and use the Services solely for Customer's internal business purposes and in accordance with this Agreement, the applicable Order Form, and the Documentation. The Services shall include the modules, interfaces, transaction volumes, usage limits, and service package specified in the applicable Order Form attached hereto as Schedule A. Any implementation, onboarding, configuration, migration, or setup services to be performed by either Party shall be described in the applicable SOW, attached hereto as Schedule B.

1.2. Subject to the terms of this Agreement and the applicable Order Form, Customer may permit Authorized Third-Party Users to access and use certain Services solely in connection with Customer's internal business operations and workflows. Customer shall: (A) ensure that all Authorized Third-Party Users comply with: (i) applicable end-user terms and conditions provided or approved by Surecomp; (ii) applicable privacy notices and policies; (iii) acceptable use restrictions; and (iv) applicable Documentation and security requirements; and (B) remain fully responsible and liable for: (i) all acts and omissions of Authorized Third-Party Users; (ii) all access to and use of the Services through Customer-controlled accounts or environments; (iii) obtaining all permissions, authorizations, notices, and consents required for Authorized Third-Party Users' access and use of the Services; and (iv) ensuring such access and use complies with applicable law and this Agreement. Surecomp may suspend or terminate access by any Authorized Third-Party User that violates this Agreement, applicable law, security requirements, or applicable end-user terms. Customer is solely responsible for: (a) onboarding; (b) provisioning; (c) credential management; (d) relationship management; (e) support coordination relating to Authorized Third-Party Users unless otherwise expressly agreed in writing; and (f) obtaining all rights, permissions,



**Confidential and Proprietary.**

notices, authorizations, and legal bases required for Authorized Third-Party Users to access and use the Services and for Surecomp to process related Customer Data in accordance with this Agreement, the DPA, and applicable law.

1.3. Unless expressly agreed otherwise in writing by Surecomp, Authorized Third-Party Users are not parties to this Agreement and shall have no direct contractual rights against Surecomp under this Agreement.

1.4. Customer acknowledges that the Services are intended solely to facilitate the management of Customer's trade finance operations and related transactional communications and do not themselves process, execute, settle, transfer, or hold funds or financial assets.

1.5. Surecomp shall: (a) provide the Services in accordance with this Agreement, the applicable Order Form, and the Documentation; (b) provide support services in accordance with the SLA; (c) use commercially reasonable efforts to maintain the availability, security, and performance of the Services; and (d) maintain commercially reasonable administrative, technical, and organizational safeguards designed to protect Customer Data.

1.6. Customer shall not, and shall not permit any third party to: (a) make the Services available to any third party except as expressly permitted under this Agreement, including Authorized Third-Party Users permitted pursuant to this Section 1; (b) sell, resell, sublicense, lease, distribute, outsource, or commercially exploit the Services; (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive source code or underlying ideas from the Services; (d) modify or create derivative works of the Services; (e) access or use the Services to build or support a competing product or service; (f) interfere with or disrupt the integrity, security, or performance of the Services; (g) use any Automated Access Tool to access, use, interact with, submit instructions to, generate activity through, place load on, or otherwise use the Services, except to the extent expressly permitted in the applicable Order Form, Documentation, or by Surecomp in writing; (i) employ any hardware, software, device, technique, Automated Access Tool, or other technical or operational workaround to pool connections, share access, multiplex usage, reduce the number of Users, Authorized Third-Party Users, accounts, environments, servers, systems, or other usage units that directly or indirectly access or use the Services, or otherwise avoid, circumvent, or attempt to circumvent any Usage Limits, usage measurement methodology, billing metric, authentication measure, technical limitation, security protection, or commercial parameter applicable to the Services; (h) use the Services in violation of applicable law or third-party rights; (i) upload or transmit malicious code, malware, or harmful material; or (j) access the Services in any unauthorized manner.

1.7. Customer shall not use, and shall not permit any User or third party to use, the Services: (a) for unlawful, fraudulent, deceptive, or abusive activities; (b) to infringe, misappropriate, or violate third-party rights; (c) to distribute spam, malware, or malicious communications; (d) to threaten the security, integrity, or availability of any network, system, or data; (e) in a manner that could reasonably be expected to damage, disable, overburden, or impair the Services; or (f) through Automated Access Tools or other automated or machine-scale activity that imposes or may impose an unreasonable or disproportionate load on the Services or Surecomp's systems, networks, bandwidth, infrastructure, personnel, support resources, or third-party providers.

1.8. Customer is responsible for: (a) the legality, accuracy, and integrity of Customer Data; (b) obtaining all rights, permissions, and consents necessary for Surecomp to process Customer Data in accordance with this Agreement; (c) Users' compliance with this Agreement; (d) maintaining the confidentiality of User credentials; (e) ensuring that each User account is assigned to and used only by the specific User or account type authorized under the applicable Order Form, Documentation, or Surecomp's applicable account administration procedures, and not shared, transferred, reassigned, pooled, or used by or for any Automated Access Tool except as expressly permitted by Surecomp in writing or through a Service feature specifically designed for such use; (f) using commercially reasonable efforts to prevent unauthorized access to the Services; and (g) ensuring that Customer Applications and Third-Party Applications used by Customer comply with applicable laws and third-party terms. To the extent Customer permits Affiliates to use the Services under the applicable Order Form, Customer shall remain responsible for such Affiliates' compliance with this Agreement.

1.9. Surecomp may suspend the Services, in whole or in part, only where: (a) Customer materially breaches this Agreement; (b) Customer's use of the Services poses a material security risk; (c) suspension is required by applicable law; or (d) Customer fails to pay undisputed Fees following applicable notice and cure periods. Except where immediate suspension is necessary to prevent material harm to the Services or other customers, Surecomp shall provide Customer with prior notice and a reasonable opportunity to cure before suspension. Surecomp shall use commercially reasonable efforts to limit any suspension to the affected portion of the Services and restore access promptly once the underlying issue is resolved. Surecomp shall use commercially reasonable efforts to limit any suspension to the affected portion of the Services and restore access promptly once the underlying issue is resolved.

## 2. PROPRIETARY RIGHTS

2.1. Subject to the limited rights expressly granted under this Agreement, Surecomp and its licensors retain all right, title, and interest in and to: (a) the Services; (b) the software, technology, Documentation, APIs, interfaces, workflows, and related materials used to provide the Services; (c) all improvements, modifications, updates, derivative works, and enhancements thereto; and (d) all associated Intellectual Property Rights. No rights are granted to Customer except as expressly set forth in this Agreement.

2.2. As between the Parties, Customer retains all right, title, and interest in and to Customer Data. Customer grants Surecomp and its Affiliates, subprocessors, and service providers a non-exclusive, worldwide, limited-term right and license to host, copy, process, transmit, display, modify, and otherwise use Customer Data solely to the extent necessary to: (a) provide, maintain, support, secure, and improve the Services; (b) comply with applicable law; (c) prevent or address technical, fraud, security, or support issues; and (d) perform Surecomp's obligations under this Agreement. Surecomp shall process Personal Data in accordance with the DPA.

2.3. To the extent Customer elects to use Customer Applications or Third-Party Applications with the Services, Customer authorizes Surecomp to permit such applications and providers to access Customer Data and related information as necessary to enable interoperability and functionality

between the Services and such applications. Customer acknowledges that Surecomp is not responsible for the operation, security, availability, or functionality of Customer Applications or Third-Party Applications not provided by Surecomp. Except for the limited rights expressly granted under this Agreement, Surecomp acquires no ownership rights in Customer Data, Customer Applications, or Customer-provided materials.

2.4. Surecomp may collect, generate, derive, compile, analyze, and use data, analytics, metadata, insights, statistics, trends, benchmarks, and other information relating to: (a) the performance, operation, support, and use of the Services; (b) Customer's and Users' interaction with the Services;(c) transactional, operational, workflow, system, utilization, and behavioral patterns associated with the Services; and (d) aggregated, de-identified, anonymized, pseudonymized, transformed, or statistical information derived from Customer Data or use of the Services, in each case, in a manner that does not identify Customer, any User, or any identifiable natural person as the source of such information ("Usage Data"). Surecomp and its Affiliates may exploit Usage Data for lawful business purposes, including: (i) supporting, securing, and improving the Services; (ii) developing, enhancing, and improving products, services, features, algorithms and analytics capabilities; (iii) creating industry insights, benchmarking tools, reports, indices, and market intelligence products; (iv) conducting research, analytics, forecasting, and data modeling; (v) security monitoring, fraud prevention, and risk management; (vi) business strategy, product development, and service optimization; (vii) marketing, sales enablement, customer engagement, and business development activities; and (viii) any other internal or external lawful business purpose. Customer acknowledges that Usage Data constitutes Surecomp's proprietary information and that Surecomp may retain and use Usage Data following expiration or termination of this Agreement.

2.5. Customer and its Users may provide suggestions, comments, feedback, enhancement requests, or recommendations relating to the Services ("Feedback"). Customer grants Surecomp a non-exclusive, worldwide, perpetual, irrevocable, royalty-free right to use, modify, incorporate, and otherwise exploit such Feedback for the purpose of improving and enhancing its products and services, without restriction or obligation to Customer. Customer represents that provision of such Feedback does not violate any third-party rights or confidentiality obligations.

2.6. Except for the limited rights expressly granted under this Agreement, Customer retains all rights, title, and interest in and to: (a) Customer Data; (b) Customer systems; (c) Customer trademarks and branding; and (d) Customer Applications.

## 3. THIRD-PARTY APPLICATIONS AND AI SERVICES

3.1. The Services may interoperate with, include, enable access to, or otherwise rely upon Third-Party Applications. Certain features, functionalities, integrations, modules, interfaces, communications capabilities, artificial intelligence functionality, or other components of the Services may be provided, supported, hosted, or enabled by or through Third-Party Applications. Customer acknowledges that: (a) the availability, interoperability, performance, or functionality of certain portions of the Services may depend on Third-Party Applications; (b) Third-Party Applications are outside Surecomp's reasonable control; and (c) providers of Third-Party Applications may modify,

suspend, restrict, or discontinue their services or interoperability with the Services at any time. Surecomp may modify, suspend, replace, or discontinue interoperability with a Third-Party Application where reasonably necessary due to: (i) provider requirements; (ii) legal, compliance, or security concerns; (iii) technical limitations; (iv) end-of-life or deprecation of the Third-Party Application; or (v) changes imposed by the applicable third-party provider.

3.2. Unless expressly stated otherwise in the applicable SLA, Surecomp's service availability commitments, support obligations, and service credit obligations shall not apply to outages, failures, delays, degradations, or unavailability caused by Third-Party Applications or third-party infrastructure not under Surecomp's reasonable control.

3.3. Use of certain Third-Party Applications may be subject to additional third-party terms, conditions, policies, license restrictions, acceptable use requirements, or technical limitations imposed by the applicable third-party provider. To the extent applicable, such additional terms shall be identified in the Documentation, applicable Order Form, or on Surecomp's Website. Customer agrees to comply with any such applicable third-party terms solely with respect to Customer's use of the applicable Third-Party Application.

3.4. Certain Services or Third-Party Applications may include artificial intelligence, machine learning, generative AI, automation, OCR, language model, or predictive functionality ("AI Services"). Customer acknowledges that: (a) AI Services may generate outputs, recommendations, summaries, classifications, analyses, or responses that are probabilistic in nature; (b) AI-generated outputs may contain inaccuracies, omissions, hallucinations, biases, or errors; (c) Customer remains responsible for reviewing and validating outputs before reliance or use; and (d) AI Services are intended to assist Customer workflows and are not a substitute for independent human judgment, legal review, compliance review, or operational verification. Surecomp does not warrant that AI-generated outputs will be accurate, complete, error-free, or suitable for any particular purpose. Surecomp shall not use Customer Data containing Personal Data to train generalized artificial intelligence or machine learning models except as expressly permitted in this Agreement or otherwise agreed in writing.

3.5. Certain Services may utilize third-party cloud infrastructure, hosting providers, communications providers, data providers, identity providers, or other service providers in connection with operation of the Services. Surecomp shall remain responsible for its obligations under this Agreement notwithstanding use of such providers, except as otherwise expressly provided herein.

3.6. Surecomp may make available beta, preview, pilot, early access, evaluation, experimental, or similar features, functionality, integrations, modules, or services ("Beta Services"). Beta Services are provided solely for evaluation and testing purposes and may be modified, suspended, or discontinued at any time without notice. Unless expressly stated otherwise: (a) Beta Services are provided "as is" and "as available"; (b) SLA commitments and support obligations do not apply to Beta Services; (c) Beta Services are excluded from warranties, indemnities, and service availability commitments; and (d) Customer's use of Beta Services is at Customer's own risk.

3.7. Customer is solely responsible for: (a) obtaining and maintaining any rights, licenses, consents, or

subscriptions required for Customer's use of Customer Applications or Third-Party Applications procured by Customer; and (b) complying with any agreements governing Customer's relationship with such providers.

3.8. Surecomp may, from time to time, replace, substitute, add, remove, or modify Third-Party Applications, subprocessors, infrastructure providers, hosting providers, artificial intelligence providers, communications providers, or supporting technologies used in connection with the Services, provided that: (a) such changes do not materially diminish the overall functionality, security, or performance of the applicable Services; (b) Surecomp maintains materially comparable administrative, technical, and organizational safeguards with respect to Customer Data; (c) such changes do not materially reduce Surecomp's obligations under applicable data protection laws or the DPA; and (d) where required under applicable law, the DPA, or Surecomp's standard notification procedures, Surecomp provides Customer with notice of such changes, including by posting updates on its Website, trust center, subprocessor list, Documentation portal, or through other reasonable means of communication.

3.9. Surecomp is not responsible for: (a) the accuracy, completeness, legality, reliability, or availability of Third-Party Applications or third-party data; (b) interruptions or failures caused by Third-Party Applications; or (c) decisions, actions, or omissions taken by Customer or any third party based on outputs generated by Third-Party Applications or AI Services.

3.10. The Services may include certain open-source software components subject to applicable open-source license terms. To the extent required by applicable open-source licenses, such licenses shall govern Customer's use of the relevant open-source components.

3.11. Certain Services, features, integrations, APIs, AI Services, automation-related functionality, high-volume usage features, network services, beta features, or consumption-based features may be subject to additional feature-specific terms, technical limitations, usage parameters, acceptable use requirements, rate limits, concurrency limits, volume limits, Documentation requirements, or other operational or commercial restrictions specified in the applicable Order Form, Documentation, Website, participation terms, or other policies made available by Surecomp from time to time ("Feature-Specific Terms"). Except to the extent expressly stated otherwise in the applicable Feature-Specific Terms, all Feature-Specific Terms apply in addition to, and not instead of, this Agreement. Customer shall comply with all applicable Feature-Specific Terms and shall ensure that Users, Authorized Third-Party Users, Customer Affiliates, and downstream participants accessing or using the Services through Customer-controlled accounts, workflows, environments, or integrations comply with such Feature-Specific Terms.

## 4. CONFIDENTIALITY & PRIVACY

4.1. "Confidential Information" means all non-public information disclosed by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether orally, visually, electronically, or in writing, that: (a) is designated as confidential; or (b) reasonably should be understood to be confidential given the nature of the information and circumstances of disclosure. Customer Confidential Information includes Customer Data. Surecomp Confidential Information includes: (i)

the Services; (ii) Documentation; (iii) non-public technical information; (iv) pricing and commercial terms; (v) security information; (vi) product roadmaps; and (vii) non-public Usage Data, Derived Data, and analytics methodologies. Confidential Information does not include information that: (1) is or becomes publicly available without breach of this Agreement; (2) was lawfully known by the Receiving Party without restriction before disclosure; (3) is lawfully received from a third party without restriction; or (4) is independently developed without use of the Disclosing Party's Confidential Information.

4.2. The Receiving Party shall: (a) protect the Disclosing Party's Confidential Information using at least the same degree of care it uses to protect its own similar confidential information, and in no event less than reasonable care; (b) use the Confidential Information solely for purposes of performing or exercising rights under this Agreement; and c) disclose Confidential Information only to its Affiliates, employees, contractors, advisors, auditors, legal counsel, subprocessors, and service providers who: (i) have a need to know such information for purposes consistent with this Agreement; and (ii) are bound by confidentiality obligations no less protective than those set forth herein. Each Receiving Party remains responsible for compliance by persons to whom it discloses Confidential Information. Nothing in this Agreement restricts Surecomp from using information retained in the unaided memory of its personnel, provided that such use does not intentionally disclose Customer Confidential Information or violate applicable law.

4.3. A Receiving Party may disclose Confidential Information to the extent required by applicable law, regulation, court order, or governmental authority, provided that, where legally permitted, the Receiving Party: (a) gives reasonable prior notice to the Disclosing Party; and (b) reasonably cooperates, at the Disclosing Party's expense, with efforts to limit or contest such disclosure.

4.4. Each Party acknowledges that unauthorized disclosure or use of Confidential Information may cause irreparable harm for which monetary damages may be insufficient, and therefore the Disclosing Party may seek equitable relief, including injunctive relief, in addition to any other available remedies.

4.5. Customer shall ensure that Authorized Third-Party Users are bound by confidentiality obligations and use restrictions no less protective than those contained in this Agreement.

## 5. DATA PROTECTION AND SECURITY

5.1. To the extent Surecomp processes Personal Data on behalf of Customer in connection with the Services, the Parties shall comply with the Data Processing Addendum ("DPA") attached hereto as Schedule D to this Agreement and incorporated herein by reference. The DPA governs Surecomp's processing of Personal Data on behalf of Customer in connection with the Services. In the event of a conflict between: (a) the DPA; and (b) this Agreement or the Privacy Policy, the DPA shall control with respect to the processing of Personal Data governed by the DPA.

5.2. As between the Parties: (a) Customer acts as the controller or business, as applicable, with respect to Personal Data processed through the Services; and (b) Surecomp acts as the processor, service provider, or similar role under applicable data protection laws, except to the extent Surecomp processes Personal Data as an independent controller as expressly described in the Privacy Policy,

the DPA, or applicable law.

5.3. Except as expressly stated otherwise in the applicable Privacy Policy, DPA, or applicable law, Surecomp provides the Services to Customer and not directly to Authorized Third-Party Users or other downstream participants. Customer remains responsible for its relationships, communications, notices, permissions, and interactions with Authorized Third-Party Users and other downstream participants.

5.4. Customer is solely responsible for: (a) the legality, accuracy, and quality of Personal Data submitted to the Services; (b) providing all notices and obtaining all rights, permissions, consents, and lawful bases required under applicable law for the collection, transfer, processing, and use of Personal Data in connection with the Services; (c) Customer's instructions regarding processing of Personal Data; (d) Customer's use of the Services in compliance with applicable data protection and privacy laws; and (e) obtaining and maintaining all notices, permissions, authorizations, consents, and lawful bases required for Authorized Third-Party Users, downstream participants, counterparties, or Customer-affiliated users to access and use the Services and for Surecomp to process related Customer Data and Personal Data in accordance with this Agreement, the DPA, and applicable law.

5.5. Certain Services may enable participation by invited financial institutions, counterparties, suppliers, buyers, or other Authorized Third-Party Users without such participants entering into a direct subscription agreement with Surecomp. Such participation shall be governed by applicable participation terms, platform terms, privacy notices, acceptable use requirements, and/or other policies designated by Surecomp.

5.6. Customer acknowledges that the Services may facilitate communications, workflows, transactions, document exchanges, messaging, collaboration, or data sharing between Customer, Authorized Third-Party Users, counterparties or other platform participants. Customer is solely responsible for: (a) determining the data, documents, content, and information shared through the Services; (b) ensuring that such sharing complies with applicable law and Customer's internal policies; and (c) obtaining all necessary rights and permissions relating thereto.

5.7. Surecomp shall maintain commercially reasonable administrative, technical, physical, and organizational safeguards designed to: (a) protect the confidentiality, integrity, availability, and security of Customer Data and Personal Data; (b) prevent unauthorized access, acquisition, disclosure, alteration, or destruction of Customer Data; (c) identify and address reasonably foreseeable security threats and vulnerabilities; and (d) support secure operation of the Services. Such safeguards shall be appropriate to the nature of the Services, applicable industry practices, and the sensitivity of the applicable data.

5.8. Surecomp shall notify Customer without undue delay after becoming aware of a confirmed Security Incident involving unauthorized access to, disclosure of, or destruction of Customer Data processed by Surecomp on behalf of Customer. Surecomp shall: (a) take commercially reasonable measures to investigate, contain, mitigate, and remediate the Security Incident; (b) provide information reasonably requested by Customer regarding the Security Incident to the extent available and legally permissible; and (c) cooperate reasonably with Customer in connection with Customer's

compliance obligations under applicable law. Surecomp's notification of a Security Incident shall not constitute an admission of fault or liability.

5.9. Customer acknowledges and agrees that Surecomp may engage Affiliates, subprocessors, cloud providers, hosting providers, infrastructure providers, support providers, and other third-party service providers in connection with operation and delivery of the Services. Surecomp shall: (a) impose contractual obligations on subprocessors that are materially consistent with applicable data protection obligations under this Agreement and the DPA; (b) remain responsible for subprocessors to the extent required under applicable law; and (c) maintain and make available information regarding material subprocessors in accordance with the DPA or Surecomp's applicable subprocessor notification procedures. Surecomp may update, replace, or appoint subprocessors from time to time upon notice provided through the Website, trust center, customer portal, email notification, or other reasonable means in accordance with the DPA**.**

5.10. Customer acknowledges that Customer Data and Personal Data may be processed in jurisdictions where Surecomp, its Affiliates, subprocessors, or service providers maintain operations. To the extent required under applicable data protection laws, the Parties shall implement appropriate safeguards for cross-border transfers of Personal Data, including through the DPA, Standard Contractual Clauses or other lawful transfer mechanisms. Customer shall ensure that: (a) Users; (b) Authorized Third-Party Users; and (c) other downstream participants accessing the Services through Customer, are informed of Customer's applicable privacy notices, policies, and practices relating to Customer's use of the Services.

5.11. Surecomp is not responsible for: (a) Customer Applications; (b) Third-Party Applications not provided by Surecomp; (c) Customer's configuration or use of such applications; or (d) the security, privacy, legality, accuracy, availability, or performance of such applications or their providers. Customer is solely responsible for reviewing and approving the privacy, security, and operational practices of Customer Applications and Third-Party Applications selected by Customer.

5.12. Surecomp may monitor, manage, restrict, suspend, or terminate participation in the Services by Authorized Third-Party Users or other downstream participants for purposes of: (a) security; (b) compliance; (c) operational integrity; (d) fraud prevention; (e) acceptable use enforcement; or (f) protection of the Services or other users.

5.13. Surecomp and its Affiliates may use and retain Usage Data, Derived Data, and Service Analyses for purposes related to providing, operating, maintaining, supporting, securing, improving, and enhancing the Services and related functionalities, technologies, analytics, compliance, security, and business operations, provided that such information does not identify Customer, any User, or any identifiable natural person.

5.14. Except as otherwise expressly permitted under this Agreement, the DPA, or applicable law, Surecomp shall not use Customer Data containing Personal Data to train generalized artificial intelligence or machine learning models intended for use across unrelated customers.

5.15. Upon expiration or termination of the applicable Subscription Term, Surecomp shall make Customer Data available for export in accordance with this Agreement and the DPA. Following the

applicable retention period, Surecomp may delete Customer Data unless retention is: (a) required by applicable law; (b) required for security, compliance, backup, audit, dispute resolution, or enforcement purposes; or (c) otherwise permitted under this Agreement, including with respect to Usage Data, Derived Data, and Service Analyses.

5.16. Certain Customers may be subject to the EU Digital Operational Resilience Act (Regulation (EU) 2022/2554) ("DORA") or similar financial-sector operational resilience requirements. To the extent applicable and mutually agreed by the Parties, the Parties may enter into a separate Digital Operational Resilience Act addendum, ICT services addendum, or similar regulatory schedule (the "DORA Addendum"), which shall set forth additional terms relating to ICT risk management, operational resilience, subcontracting, incident cooperation, audit rights, business continuity, regulatory cooperation, exit assistance, or other regulatory requirements applicable to the Services. Unless expressly agreed otherwise in writing, the DORA Addendum shall apply solely to the specific Services and regulated entities identified therein. In the event of a conflict between the DORA Addendum and this Agreement, the DORA Addendum shall control solely with respect to the subject matter expressly governed by the DORA Addendum.

## 6. WARRANTIES AND DISCLAIMERS

6.1. Each Party represents and warrants that: (a) it is duly organized and validly existing under the laws of its jurisdiction of organization; (b) it has full power and authority to enter into and perform this Agreement; (c) this Agreement constitutes a valid and binding obligation enforceable against such Party in accordance with its terms; and (d) it shall comply with applicable laws and regulations in connection with its performance under this Agreement.

6.2. Customer is solely responsible for: (A) the accuracy, legality, authorization, instructions, data, documents, workflows, and transactions transmitted through the Services by or on behalf of: (i) Customer; (ii) its Users; (iii) Authorized Third-Party Users; or (iv) other downstream participants accessing the Services through Customer; and (B) maintaining appropriate internal controls, approvals, authentication procedures, permissions, onboarding controls, and security measures relating to Customer's and Authorized Third-Party Users' use of the Services.

6.3. Surecomp may rely on communications, instructions, activities, and transactions transmitted through authenticated Customer-controlled accounts, environments, or workflows as authorized by Customer. Surecomp warrants that during the applicable Subscription Term: (a) the Services will materially perform in accordance with the applicable Documentation and Order Form; and (b) Surecomp will provide the Services in a professional and workmanlike manner consistent with generally accepted industry standards for substantially similar services. Customer must notify Surecomp of any claimed warranty breach in reasonable detail during the applicable Subscription Term. Customer's exclusive remedies, and Surecomp's sole liability, for breach of this warranty shall be: (i) correction or re-performance of the affected Services; (ii) commercially reasonable efforts to provide a workaround; or (iii) if Surecomp cannot remedy the material non-conformity within a reasonable period, termination of the affected Services and refund of prepaid unused Fees for the terminated portion of the Subscription Term.

6.4. Customer acknowledges that: (a) AI Services, analytics outputs, automation features, OCR functionality, predictive tools, and Third-Party Applications may generate outputs, recommendations, classifications, summaries, analyses, or other results that are probabilistic in nature; (b) such outputs may contain inaccuracies, omissions, biases, hallucinations, or errors; (c) Customer remains responsible for independently reviewing, validating, and approving outputs before reliance or use; and (d) Surecomp does not warrant that any such outputs will be accurate, complete, uninterrupted, error-free, or suitable for any specific purpose. Surecomp is not responsible for decisions made by Customer or third parties based on such outputs.

6.5. Surecomp does not guarantee: (a) transaction completion; (b) counterparty participation; (c) financing availability; (d) approval outcomes; (e) workflow completion; (f) response times by participants; or (g) business outcomes arising from use of the Services.

6.6. Customer acknowledges that the Services may facilitate communications, workflows, document exchanges, messaging, transactions, and interactions between Customer, Authorized Third-Party Users, financial institutions and other platform participants. Surecomp does not control and is not responsible for: (a) the acts, omissions, conduct, decisions, responses, transactions, instructions, data, content, or communications of any such participants; (b) the completion, processing, approval, rejection, or execution of any transaction or workflow; (c) the accuracy, completeness, legality, or reliability of information provided by any participant; or (d) the continued participation or availability of any participant within the Services. Customer is solely responsible for independently evaluating and verifying information, documents, instructions, communications, and decisions received from other platform participants.

6.7. Surecomp's warranties do not apply to issues resulting from: (a) Customer Applications or Third-Party Applications not provided by Surecomp; (b) misuse or unauthorized modification of the Services; (c) Customer's failure to use the Services in accordance with the Documentation or this Agreement; (d) Customer systems, networks, or infrastructure; or (e) Beta Services. Beta Services may be provided solely for evaluation and testing purposes and are excluded from: (a) warranties; (b) SLA commitments; (c) support obligations; and (d) indemnification obligations, unless expressly stated otherwise by Surecomp in writing.

6.8. Guest access, network participation functionality, and Authorized Third-Party User participation may be limited, modified, suspended, or discontinued by Surecomp from time to time and may be subject to additional participation requirements, limitations, or technical restrictions.

6.9. The Services, including any analytics, automation, AI functionality, reports, recommendations, outputs, or insights generated through the Services, are provided for informational and operational purposes only and do not constitute legal, accounting, regulatory, compliance, investment, or other professional advice. Customer remains solely responsible for its business decisions, regulatory obligations, and compliance activities.

6.10. Surecomp is not acting as a bank, financial institution, fiduciary, broker, payment processor, legal advisor, compliance advisor, or regulated financial services provider through the Services.

6.11. EXCEPT AS EXPRESSLY PROVIDED IN: (A) THIS AGREEMENT; (B) THE APPLICABLE

SLA; (C) THE DPA; OR (D) ANY APPLICABLE ORDER FORM; THE SERVICES, BETA SERVICES, AI SERVICES, THIRD-PARTY APPLICATIONS, AND RELATED COMPONENTS ARE PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, SURECOMP DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR THE SLA, SURECOMP DOES NOT WARRANT THAT: (I) THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE; (II) ALL DEFECTS WILL BE CORRECTED; (III) THE SERVICES WILL OPERATE WITHOUT INTERRUPTION OR IN COMBINATION WITH ALL SYSTEMS, ENVIRONMENTS, OR THIRD-PARTY APPLICATIONS; (IV) THE SERVICES WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (V) ANY THIRD PARTY, AUTHORIZED THIRD-PARTY USER, FINANCIAL INSTITUTION, COUNTERPARTY, OR OTHER PARTICIPANT WILL CONTINUE TO PARTICIPATE IN OR INTERACT THROUGH THE SERVICES; OR (VI) ANY WORKFLOW, TRANSACTION, COMMUNICATION, OR INTERACTION WILL RESULT IN ANY PARTICULAR COMMERCIAL, FINANCIAL, OR OPERATIONAL OUTCOME.

6.12. Surecomp may perform maintenance, upgrades, migrations, architectural changes, infrastructure transitions, security updates, or operational modifications relating to the Services from time to time in the ordinary course of business. Surecomp shall use commercially reasonable efforts to provide advance notice of scheduled maintenance expected to materially impact availability of the Services.

## 7. FEES, INVOICING, PAYMENT AND TAXES

7.1. Customer shall pay all Fees specified in the applicable Order Form. Except as expressly provided in this Agreement: (a) payment obligations are non-cancelable; (b) Fees are non-refundable; and (c) committed subscription quantities and minimum commitments may not be reduced during the applicable Subscription Term. Fees for renewal terms shall be determined in accordance with Section 7.6 or the applicable Order Form.

7.2. Surecomp shall invoice Customer in accordance with the applicable Order Form. Unless otherwise specified therein: (a) invoices are payable within thirty (30) days from the invoice date; (b) all amounts shall be paid in the currency specified in the applicable Order Form; and (c) payment obligations are not contingent upon Customer's future usage, deployment milestones, or anticipated business outcomes. Except as expressly permitted under this Agreement or required by applicable law, payments shall be made without set-off, counterclaim, deduction, or withholding. Surecomp may deliver invoices electronically through email, billing portals, or other electronic means. Customer acknowledges that if Customer's internal procurement or accounts payable procedures require issuance of a purchase order, Customer shall be solely responsible for issuing such purchase order in a timely manner and no later than the applicable invoice date. Failure by Customer to timely issue or provide a required purchase order shall not relieve, delay, condition, or suspend Customer's

payment obligations under this Agreement, and any delay arising from Customer's internal purchase order processes shall not extend applicable payment due dates or prevent the accrual of interest or other remedies available under this Agreement.

7.3. Fees are exclusive of all taxes, levies, duties, or similar governmental assessments, including value-added, sales, use, withholding, or similar taxes ("Taxes"). Customer is responsible for all Taxes associated with its purchases under this Agreement, excluding taxes based on Surecomp's net income, property, or employees. If Customer is required by applicable law to withhold or deduct Taxes from payments due to Surecomp, Customer shall gross up such payments so that Surecomp receives the full amount that would have been payable absent such withholding or deduction. If Customer claims exemption from any Taxes, Customer shall provide a valid exemption certificate or other reasonably satisfactory documentation.

7.4. Any undisputed amounts not paid when due may accrue interest at the lesser of: (a) one percent (1%) per month; or (b) the maximum rate permitted by applicable law, calculated from the due date until paid. Customer shall reimburse Surecomp for reasonable costs incurred in collecting overdue undisputed amounts. Delays arising from Customer's internal approval workflows, procurement procedures, or failure to issue a required purchase order shall not excuse late payment or delay the commencement of interest accrual under this Section.

7.5. Surecomp may suspend the affected Services for nonpayment of undisputed overdue Fees only if: (a) Customer fails to pay such amounts within thirty (30) days following written notice of nonpayment; and (b) Customer is not reasonably disputing such Fees in good faith pursuant to Section 7.7. Surecomp shall use commercially reasonable efforts to provide advance notice before suspension and to limit suspension to the affected Services where reasonably practicable. Suspension does not relieve Customer of its payment obligations under this Agreement.

7.6. Unless otherwise specified in the applicable Order Form, Surecomp may revise the Fees applicable to any Renewal Term upon at least sixty (60) days' prior written notice to Customer before the commencement of the applicable Renewal Term. The revised Fees shall apply as of the start of the applicable Renewal Term.

7.7. Customer must notify Surecomp in writing of any disputed invoice amount in reasonable detail within fifteen (15) days following the applicable invoice date. The Parties shall cooperate in good faith to resolve any fee dispute promptly. Customer shall timely pay all undisputed amounts during the pendency of the dispute. Any purchase order issued by Customer is for administrative convenience only, and any additional or inconsistent terms contained therein shall be void and of no effect.

7.8. Customer's use of the Services may be subject to usage metrics, transaction volumes, consumption limits, user quantities, API limits, storage thresholds, processing capacities, AI consumption limits, automation limits, output limits, prompt limits, concurrency limits, rate limits, account limits, workspace limits, network participation limits, or other applicable usage parameters specified in the applicable Order Form ("Usage Limits"). If Customer exceeds or materially deviates from applicable Usage Limits or if Surecomp reasonably determines that Customer's actual or attempted

use of the Services, including through Automated Access Tools, or other usage not contemplated by the applicable Order Form, results or is reasonably likely to result in additional costs, infrastructure burden, operational risk, security risk, degradation of the Services, or usage materially exceeding or deviating from the applicable Usage Limits: (a) Surecomp may invoice Customer for applicable overage Fees, excess usage Fees, additional consumption-based Fees, pass-through charges, or other applicable charges at Surecomp's then-current rates or at the rates specified in the applicable Order Form; (b) Customer shall cooperate in good faith with Surecomp to transition Customer to an appropriate subscription tier, usage package, or updated commercial arrangement; and (c) Surecomp may implement reasonable technical measures designed to monitor, manage, or enforce Usage Limits; (d) Surecomp may impose reasonable technical, rate, volume, concurrency, account, API, processing, feature-access, or other usage limitations; (e) Surecomp may require Customer to enter into an amended Order Form or supplemental commercial terms; and/or (f) Surecomp may suspend, restrict, or limit the applicable usage pending agreement on the foregoing to the extent reasonably necessary to protect the Services, Surecomp, other customers, or third-party providers. Surecomp shall use commercially reasonable efforts to notify Customer before imposing material overage charges where reasonably practicable. Repeated or material excess usage may require execution of updated or amended Order Form. Usage of the Services by Authorized Third-Party Users , Customer Affiliates, downstream participants, Automated Access Tools, Customer Applications, Third-Party Applications, or any other person, system, application, integration, workflow, or environment accessing or using the Services through Customer-controlled accounts, credentials, workflows, integrations, or environments shall be deemed usage by Customer for purposes of any: (a) usage limits; (b) transaction volumes; (c) Fees; (d) overage calculations; and (e) compliance with this Agreement. Surecomp may reasonably update or introduce Usage Limits, usage measurement methodologies, or consumption metrics from time to time upon prior notice, provided such changes do not materially diminish the core functionality of the applicable Services during the then-current Subscription Term. Customer shall not avoid, circumvent, or attempt to circumvent any Usage Limit, usage measurement methodology, billing metric, technical limitation, authentication measure, security protection, or other commercial parameter by using Automated Access Tools, pooling, multiplexing, shared credentials, technical workarounds, operational workarounds, or any other direct or indirect method.

7.9. Certain Services, features, integrations, AI functionalities, transaction services, network services, or Third-Party Applications may be subject to third-party fees, pass-through charges, consumption-based pricing, or variable usage costs as specified in the applicable Order Form or otherwise communicated by Surecomp from time to time.

7.10. Customer remains responsible for all Fees, usage, transactions, and activities arising from: (a) Customer Affiliates; (b) Users; (c) Authorized Third-Party Users; and (d) downstream participants accessing or using the Services through Customer-controlled accounts, workflows, or environments.

## 8. TERM, SUSPENSION, AND TERMINATION

8.1. This Agreement commences on the Effective Date and continues until all Subscription Terms have expired or been terminated in accordance with this Agreement (the "Term"). The initial subscription

term, renewal term, and applicable subscription period for each Service shall be specified in the applicable Order Form (each, a "Subscription Term").

8.2. Unless otherwise specified in the applicable Order Form: (a) each Subscription Term shall automatically renew for successive renewal periods equal to the expiring Subscription Term or twelve (12) months, whichever is shorter ("Renewal Term"); and (b) either Party may elect not to renew a Subscription Term by providing written notice at least ninety (90) days prior to the end of the then-current Subscription Term. Renewal Fees shall be determined in accordance with Section 7.6 or the applicable Order Form.

8.3. Surecomp may suspend access to all or part of the Services immediately upon notice if: (a) Customer materially breaches this Agreement; (b) Customer's use of the Services poses a material security risk; (c) suspension is necessary to prevent material harm to the Services, Surecomp, other customers, or third parties; (d) required by applicable law, regulation, court order, or governmental authority; or (e) Customer fails to timely pay undisputed Fees as provided in Section 8. Surecomp shall use commercially reasonable efforts to limit any suspension to the affected Services and restore access promptly once the applicable issue is resolved.

8.4. Surecomp may suspend, restrict, disable, or terminate access to the Services by any Authorized Third-Party User, if Surecomp reasonably determines that such participant: (a) violates this Agreement, applicable participation terms, or applicable law; (b) poses a security, fraud, sanctions, compliance, or operational risk; (c) interferes with the integrity, availability, or operation of the Services; or (d) exposes Surecomp or its Affiliates to legal, regulatory, reputational, or operational risk. To the maximum extent permitted by applicable law, Surecomp shall not be liable for any losses, damages, delays, or business interruption arising from suspension or restriction implemented in accordance with this Agreement.

8.5. Surecomp may modify, replace, suspend, discontinue, or limit features, functionalities, integrations, modules, AI capabilities, network participation features, or portions of the Services from time to time upon reasonable notice where commercially practicable, provided that Surecomp does not materially reduce the core functionality of the subscribed Services during the applicable Subscription Term.

8.6. Surecomp may suspend or deactivate dormant, inactive, trial, evaluation, or Authorized Third-Party User accounts following reasonable prior notice.

8.7. Either Party may terminate this Agreement or the affected Services upon written notice if: (a) the other Party materially breaches this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice describing the breach in reasonable detail; or (b) the other Party: (i) becomes insolvent; (ii) ceases business operations; (iii) becomes subject to bankruptcy, liquidation, receivership, or similar proceedings; or (iv) makes an assignment for the benefit of creditors, and such proceeding is not dismissed within ninety (90) days. Termination or expiration of a specific Order Form or Subscription Term shall not by itself terminate this Agreement or other active Services unless expressly stated otherwise.

8.8. Surecomp may terminate this Agreement or affected Services immediately upon written notice if:

(a) continued provision of the Services would violate applicable law, regulation, sanctions regime, governmental order, or regulatory requirement; or (b) Surecomp reasonably determines that continued performance would expose Surecomp or its Affiliates to material legal, regulatory, sanctions, compliance, or security risk.

8.9. Surecomp does not guarantee: (a) continued participation by any financial institution, counterparty, supplier, buyer, or other participant; (b) continued interoperability with any third-party platform or network; or (c) continued availability of any third party collaboration, messaging, workflow, or network participation functionality.

8.10. Except as expressly provided in this Agreement, expiration or termination of this Agreement or any Services shall not relieve Customer of obligations to pay committed Fees for the applicable Subscription Term, nor entitle Customer to refunds of prepaid Fees.

8.11. Upon expiration or termination of this Agreement or applicable Services: (a) Customer's rights to access and use the terminated Services shall cease; (b) each Party shall cease use of the other Party's Confidential Information except as permitted under this Agreement; (c) Customer shall remain responsible for all Fees accrued prior to the effective termination date; and (d) Surecomp may disable access to the terminated Services following expiration of any applicable data retrieval period. Expiration or termination does not relieve either Party of obligations accrued prior to the effective termination date. Customer acknowledges that failure to request export within the applicable retrieval period may result in permanent deletion of Customer Data.

8.12. Upon expiration or termination of Customer's rights under this Agreement, all rights of Authorized Third-Party Users to access or use the Services shall automatically terminate.

8.13. Upon Customer's written request made within thirty (30) days following expiration or termination of the applicable Services, Surecomp shall make Customer Data available for export in a standard commercially reasonable format in accordance with the DPA and applicable Documentation. Following the applicable retrieval period, Surecomp may delete Customer Data in accordance with Section 5.15 and its standard retention practices.

8.14. If Customer terminates this Agreement for Surecomp's uncured material breach, Surecomp shall refund prepaid unused Fees covering the terminated portion of the applicable Subscription Term. If Surecomp terminates this Agreement for Customer's uncured material breach, Customer shall pay all Fees accrued through the effective termination date, including any committed non-cancelable Fees expressly identified in the applicable Order Form.

8.15. Any provisions of this Agreement that by their nature should survive expiration or termination shall survive, including provisions relating to: (a) payment obligations; (b) confidentiality; (c) intellectual property rights (d) disclaimers; (e) indemnification; (f) limitations of liability; (g) audit rights; (h) dispute resolution; and (i) any other provisions intended to survive by their nature or express terms. Notwithstanding the foregoing, Surecomp may retain Customer Data: (i) as required by applicable law; (ii) for legal, regulatory, compliance, audit, security, backup, archival, dispute resolution, fraud prevention, or enforcement purposes; or (iii) in routine backup systems until deletion in the ordinary course, in each case subject to applicable confidentiality and security obligations.

8.16. Upon Customer's written request made prior to expiration or termination of the applicable Services, Surecomp may provide reasonable transition, migration, export, or wind-down assistance services subject to: (a) mutual written agreement; (b) Surecomp's then-current professional services rates; and (c) reasonable technical and operational feasibility. Surecomp is not obligated to continue providing terminated Services beyond the agreed transition period.

## 9. LIMITATION OF LIABILITY

9.1. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY NOR ITS AFFILIATES SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, CONSEQUENTIAL DAMAGES, OR FOR ANY: LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OR CORRUPTION OF DATA, LOSS OF ANTICIPATED SAVINGS, BUSINESS INTERRUPTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSS ARISING FROM PARTICIPATION OR NON-PARTICIPATION OF ANY FINANCIAL INSTITUTION, COUNTERPARTY, SUPPLIER, BUYER, OR OTHER AUTHORIZED THIRD-PARTY USER, FAILURE OR DELAY OF ANY TRANSACTION, WORKFLOW, COMMUNICATION, OR APPROVAL, LOSS OF FINANCING OPPORTUNITIES, FAILED COMMERCIAL RELATIONSHIPS OR THIRD-PARTY CONDUCT OR NETWORK PARTICIPATION.

9.2. EXCEPT AS EXPRESSLY PROVIDED IN SECTIONS 9.3 AND **Error! Reference source not found.**, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL NOT EXCEED THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER FOR THE SPECIFIC SERVICE, MODULE, FEATURE, OR ORDER FORM DIRECTLY GIVING RISE TO THE CLAIM.

9.3. NOTWITHSTANDING SECTION 9.2, EACH PARTY'S TOTAL AGGREGATE LIABILITY ARISING FROM: (A) BREACH OF CONFIDENTIALITY OBLIGATIONS; (B) VIOLATION OF ITS OBLIGATIONS UNDER THE DPA; (C) ITS INDEMNIFICATION OBLIGATIONS; OR (D) WILLFUL MISCONDUCT; SHALL NOT EXCEED TWO (2) TIMES THE TOTAL FEES PAID OR PAYABLE BY CUSTOMER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS PRECEDING THE FIRST EVENT GIVING RISE TO THE CLAIM.

9.4. NOTHING IN THIS AGREEMENT SHALL LIMIT OR EXCLUDE LIABILITY FOR: (A) FRAUD OR FRAUDULENT MISREPRESENTATION; (B) DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE TO THE EXTENT LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAW; OR (C) CUSTOMER'S PAYMENT OBLIGATIONS AND FEES DUE UNDER THIS AGREEMENT.

9.5. Customer acknowledges that AI Services, automation features, analytics outputs, predictive outputs, OCR functionality, and Third-Party Applications inherently involve probabilistic processing and external dependencies. Surecomp shall not be liable for: (a) Customer's reliance on outputs

generated by AI Services or Third-Party Applications; (b) decisions made based on such outputs; or (c) inaccuracies, omissions, hallucinations, classifications, recommendations, or predictions generated by such systems, except to the extent expressly stated otherwise in this Agreement.

9.6. Surecomp shall not be liable for: (a) acts, omissions, conduct, communications, instructions, decisions, or transactions of Authorized Third-Party Users; (b) failure of any participant to perform, respond, transact, approve, fund, communicate, or otherwise participate through the Services; (c) inaccuracies or content provided by any participant; or (d) Customer's relationships, transactions, or interactions with any participant.

9.7. Surecomp shall not be liable for failures, delays, inaccuracies, interruptions, or security issues arising from: (a) Third-Party Applications; (b) third-party infrastructure; (c) cloud providers; (d) telecommunications networks; (e) financial institution systems; (f) interoperability environments; or (g) external service providers not controlled by Surecomp.

9.8. Surecomp shall not be liable for Customer's regulatory, compliance, sanctions, financial crime, reporting, operational resilience, or legal obligations arising from Customer's use of the Services.

## 10. INDEMNIFICATION

10.1. Surecomp shall: (a) defend Customer against any third-party claim, suit, or proceeding alleging that the Services, when used by Customer in accordance with this Agreement, directly infringe or misappropriate such third party's intellectual property rights ("IP Claim"); and (b) indemnify Customer against damages, costs, and reasonable external attorneys' fees finally awarded by a court of competent jurisdiction or agreed in a settlement approved by Surecomp in connection with such IP Claim. Surecomp's obligations under this Section are conditioned upon Customer: (i) promptly notifying Surecomp in writing of the IP Claim; (ii) granting Surecomp sole control over the defense and settlement of the IP Claim; and (iii) providing reasonable cooperation at Surecomp's expense. Customer may participate in the defense using counsel of its own choosing at its own expense.

10.2. If the Services become, or in Surecomp's reasonable opinion are likely to become, subject to an IP Claim, Surecomp may, at its option: (a) procure the right for Customer to continue using the affected Services; (b) replace or modify the affected Services so they become non-infringing without materially reducing their functionality; or (c) terminate the affected Services upon written notice and refund prepaid unused Fees covering the terminated portion of the applicable Subscription Term.

10.3. Surecomp shall have no liability or obligation under this Section to the extent an IP Claim arises from: (a) Customer Data; (b) Customer Applications; (c) Third-Party Applications; (d) combinations of the Services with products, services, software, data, content, or processes not provided by Surecomp; (e) modifications to the Services not made or authorized by Surecomp; (f) Customer's continued use of the affected Services after notice of the alleged infringement or after Surecomp has provided a replacement or modification; (g) Customer's use of the Services in violation of this Agreement, Documentation, or applicable law; (h) Beta Services; or (i) AI outputs, Customer-generated prompts, training inputs, analytics outputs, predictive outputs, or Customer's reliance thereon.

10.4. Customer shall: (a) defend Surecomp and its Affiliates against any third-party claim, suit, or proceeding arising out of or relating to: (i) Customer Data; (ii) Customer Applications; (iii) Customer's use of the Services in violation of this Agreement, applicable law, or third-party rights; (iv) Customer's use of Third-Party Applications; (v) Customer-generated prompts, instructions, training inputs, or content used in connection with AI Services; (vi) allegations that Customer Data, Customer Applications, or materials provided by Customer infringe, violate, or misappropriate third-party rights; or (vii) claims arising from Authorized Third-Party Users' access to or use of the Services; and (b) indemnify Surecomp against damages, costs, and reasonable external attorneys' fees finally awarded or agreed in settlement in connection with such claims. Surecomp's rights under this Section are conditioned upon: (A) prompt written notice of the claim; (B) granting Customer sole control over the defense and settlement; and (C) providing reasonable cooperation at Customer's expense. Customer may not settle any claim in a manner admitting fault or imposing obligations on Surecomp without Surecomp's prior written consent.

10.5. THIS SECTION STATES THE PARTIES SOLE LIABILITIES AND EXCLUSIVE REMEDIES, FOR ANY THIRD-PARTY CLAIMS RELATING TO ALLEGED INTELLECTUAL PROPERTY INFRINGEMENT OR MISAPPROPRIATION BY THE SERVICES.

10.6. The indemnification obligations under Section 10 shall be subject to the enhanced liability cap set forth in Section 9.3.

## 11. MISCELLANEOUS

11.1. Except as expressly stated otherwise in this Agreement, this Agreement is solely for the benefit of the Parties and does not create any rights in favor of any third party, including Authorized Third-Party Users.

11.2. Unless otherwise agreed in writing, Surecomp may identify Customer as a customer of Surecomp and use Customer's name and logo in customer lists and reasonable marketing materials in accordance with Customer's trademark usage guidelines. Any public announcement or press release regarding the relationship between the Parties shall be subject to the other Party's prior written approval, not to be unreasonably withheld, conditioned, or delayed.

11.3. Each Party shall comply with applicable anti-bribery, anti-corruption, anti-money laundering, sanctions, and trade compliance laws and regulations in connection with this Agreement.

11.4. This Agreement constitutes the complete and exclusive agreement between the Parties regarding its subject matter and supersedes all prior or contemporaneous agreements, proposals, representations, and understandings, whether oral or written.

11.5. Neither Party may assign this Agreement without the other Party's prior written consent, not to be unreasonably withheld, conditioned, or delayed, except that either Party may assign this Agreement without consent: (a) to an Affiliate; or (b) in connection with a merger, acquisition, corporate reorganization, or sale of substantially all of its assets, provided that the assignee agrees in writing to be bound by this Agreement. Any prohibited assignment shall be void.

11.6. The Services may be subject to export control, sanctions, and trade compliance laws and regulations

of Canada, the United States, United Kingdom, European Union, and other applicable jurisdictions. Each Party represents that it is not identified on any applicable governmental restricted-party list. Customer shall not: (a) access or use the Services in violation of applicable export control or sanctions laws; (b) permit access to embargoed countries, prohibited regions, or restricted parties; or (c) use the Services in connection with prohibited end uses under applicable law.

11.7. Notices under this Agreement shall be in writing and delivered: (a) by email; (b) recognized courier; (c) personal delivery; or (d) other agreed electronic means, to the contact details specified in the applicable Order Form. Notices are deemed received: (i) upon confirmed electronic transmission; (ii) upon delivery confirmation by courier; or (iii) upon personal delivery.

11.8. Surecomp may update from time to time: (a) Documentation; (b) technical requirements; (c) operational procedures; (d) security measures; (e) support processes; (f) interoperability requirements; (g) AI, automation, analytics, or platform functionality requirements; (h) participation requirements applicable to Authorized Third-Party Users or network participants; and (i) operational, administrative, or usage-related policies incorporated by reference into this Agreement, and (j) Feature-Specific Terms, rate limits, concurrency limits, API limits, automation limits, AI consumption limits, acceptable use requirements, account administration requirements, and other technical or commercial usage parameters applicable to the Services, in each case upon reasonable notice where commercially practicable. Surecomp may also modify the Services, features, functionalities, integrations, workflows, APIs, user interfaces, infrastructure, hosting environments, security controls, AI capabilities, operational processes, or technical architecture from time to time in the ordinary course of business, provided that such modifications do not materially reduce the overall core functionality or security of the subscribed Services during the applicable Subscription Term. Material modifications to this Agreement that materially adversely affect Customer's rights or obligations shall require mutual written agreement unless such modifications are: (i) required by applicable law, regulation, governmental authority, sanctions requirements, or industry standards; (ii) required for security, fraud prevention, operational resilience, interoperability, infrastructure, or compliance purposes; or (iii) necessary to address material technical, operational, or cybersecurity risks , including risks arising from Automated Access Tools, abnormal usage patterns, machine-scale activity, excessive consumption, or attempts to circumvent Usage Limits or other technical or commercial parameters..

11.9. Neither Party shall be liable for delays or failures to perform resulting from causes beyond its reasonable control, including: acts of God, war, terrorism, civil unrest, labor disputes, pandemics, governmental actions, internet or telecommunications failures, cloud or infrastructure provider failures, cyberattacks, utility failures, sanctions, export restrictions, or governmental restrictions; provided the affected Party uses reasonable efforts to mitigate the effects.

11.10. Surecomp may send operational, administrative, onboarding, security, support, compliance, service-related, account-related, network participation, and platform governance communications. Marketing communications shall be governed by applicable law and Surecomp's Privacy Policy.

11.11. This Agreement may be executed electronically and in counterparts, each of which shall be deemed an original and together constitute one agreement. Electronic signatures, electronic

acceptance, click-through acceptance, and electronic records shall have the same legal effect as physical signatures and paper records. including acceptance through online portals, registration flows, access credentials, workflow participation, or continued use of the Services where permitted by applicable law.

11.12. Customer shall not publicly disclose benchmarking or comparative performance testing results relating to the Services without Surecomp's prior written consent.

11.13. In this Agreement: (a) headings and section titles are for convenience only and do not affect interpretation; (b) references to "including," "includes," and similar expressions shall be deemed to mean "including without limitation"; (c) references to the singular include the plural and vice versa; (d) references to a "person" include an individual, corporation, partnership, governmental authority, or other legal entity; (e) references to "written" or "in writing" include electronic communications; (f) references to laws include amendments, replacements, and successor legislation; (g) references to Sections, schedules, exhibits, annexes, appendices, Order Forms, SOWs, and policies refer to those forming part of this Agreement unless expressly stated otherwise; and (h) this Agreement shall not be construed against either Party as drafter. Each document or notice to be delivered shall be in the English language only. The English-language version of this Agreement shall control in the event of any translation inconsistency.

11.14. Neither Party has authority to bind the other Party or incur obligations on the other Party's behalf without prior written authorization. The Parties are independent contractors. Nothing in this Agreement creates a partnership, joint venture, fiduciary relationship, agency relationship, or employment relationship between the Parties.

11.15. This Agreement, and any dispute, claim, controversy, or cause of action arising out of or relating to this Agreement, the Services, or the relationship between the Parties (including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of England and Wales, without regard to any conflict of law principles that would require the application of the laws of another jurisdiction. The Parties irrevocably agree that the courts of London, England shall have exclusive jurisdiction to settle any dispute, claim, or controversy arising out of or relating to this Agreement, the Services, or the relationship between the Parties (including non-contractual disputes or claims), and each Party irrevocably submits to the personal jurisdiction and venue of such courts. Each Party waives any objection based on: (a) forum non conveniens; (b) lack of personal jurisdiction; or (c) improper venue, in connection with proceedings brought in such courts. Notwithstanding the foregoing, either Party may seek interim, injunctive, equitable, protective, or conservatory relief in any court of competent jurisdiction to protect its Confidential Information, intellectual property rights, security interests, or other proprietary rights. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this Agreement.

11.16. If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be enforced to the maximum extent permissible so as to reflect the original intent of the Parties, and the remaining provisions of this Agreement shall remain in full force and effect and the Parties shall negotiate in good faith a valid

and enforceable provision that most closely reflects the original commercial intent.

11.17. In the event of any conflict, inconsistency, or ambiguity between the documents comprising this Agreement, the following order of precedence shall apply solely with respect to the applicable subject matter: (a) the applicable Order Form; (b) the DORA Addendum (if applicable); (c) the DPA; (d) any applicable SOW; (e) the SLA; (f) this Agreement; (g) Network Participation Terms, Acceptable Use Policies, and Documentation incorporated by reference; and (h) other policies, guidelines, notices, or materials referenced in or made available through the Services. Notwithstanding the foregoing: (i) the DPA shall control solely with respect to the processing of Personal Data governed thereby; (ii) the DORA Addendum shall control solely with respect to ICT risk management, operational resilience, security, subcontracting, regulatory compliance, and related obligations governed thereby; (iii) an applicable SOW shall govern solely with respect to project-specific implementation, onboarding, migration, consulting, integration, or professional services expressly described therein; (iv) the SLA shall govern solely with respect to applicable service availability, support, and service level commitments; (v) applicable Network Participation Terms shall govern solely with respect to Authorized Third-Party Users, downstream participants and network participation activities; and (vi) operational, administrative, technical, security, interoperability, AI, support, onboarding, usage, and participation-related policies may be updated by Surecomp from time to time in accordance with Section 11.18, provided that such updates do not materially reduce the core functionality or security of the subscribed Services during the applicable Subscription Term.

11.18. No failure or delay by either Party in exercising any right, remedy, power, or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

[*Signature page to follow*]

The Parties have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

| | |
|---|---|
| Customer [*full company name*] | **Surecomp Business Solutions Limited** |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |

## Annex A – Definitions

Capitalizes terms have the definitions set forth next to them:

1.1. "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with a Party, whether presently existing or established in the future. For purposes of this definition, "control" means: (a) direct or indirect ownership of more than fifty percent (50%) of the voting interests or equity interests of the subject entity; or (b) the direct or indirect power to direct or cause the direction of the management, policies, or affairs of the subject entity, whether through ownership, voting rights, contract, or otherwise. For the avoidance of doubt, Surecomp Affiliates may provide Services, support services, hosting services, implementation services, operational functions, administrative services, billing functions, data processing activities, security services, analytics services, or other functions in connection with this Agreement.

1.2. "Agreement" means this Master Service Agreement, including any applicable Order Form, SLA, DPA, Privacy Policy and any schedule referenced to herein and/or on the Website.

1.3. "Authorized Third-Party Users" means third parties authorized by Customer to access or use certain Services solely in connection with Customer's permitted use of the Services under this Agreement.

1.4. "Automated Access Tools" means any bot, robot, crawler, scraper, script, macro, software agent, autonomous or semi-autonomous workflow, artificial intelligence agent, machine user, non-human account, automated process, automated integration, or similar technology that accesses, uses, interacts with, submits instructions to, generates activity through, places load on, or otherwise uses the Services, whether directly or indirectly.

1.5. "Customer Applications**"** means any applications, software, systems, platforms, databases, infrastructure, environments, interfaces, APIs, tools, configurations, networks, devices, or other technology, whether proprietary or third-party, that are: (a) provided, selected, licensed, controlled, managed, or used by Customer or on Customer's behalf; and/or (b) integrated, connected, or used together with the Services, but which are not provided, owned, operated, or controlled by Surecomp or its Affiliates.

1.6. "Customer Data" means means any data, information, content, records, files, documents, communications, materials, or other data submitted, uploaded, transmitted, stored, processed, or otherwise made available by or on behalf of Customer or its Users through the Services. Customer Data does not include Surecomp Data.

1.7. "Derived Data" means data, information, insights, analytics, metadata, models, learnings, statistics, trends, benchmarks, measurements, usage patterns, operational metrics, service analyses, artificial intelligence improvements, training inputs, outputs, and other derivative or processed information generated, derived from, based on, or learned from: (a) Customer's and Users' access to or use of the Services; (b) Customer Data; (c) system interactions; (d) workflows; (e) transactional activity; (f) support interactions; and/or (g) operation of the Services; in each case provided that Derived Data does not identify Customer, Users, or any individual natural person.

1.8. "Documentation" means the technical, operational, functional, onboarding, implementation, support, security, usage, API, interoperability, training, and product documentation, specifications, requirements, policies, release notes, and related materials made available by Surecomp through the Website or otherwise in connection with the Services, as updated from time to time in accordance with this Agreement.

1.9. "Effective Date" means the date on which this Agreement becomes effective, as specified in the applicable Order Form, signature block, or other mutually executed document referencing this Agreement.

1.10. "Fees" means all fees, charges, amounts, and payment obligations payable by Customer under this Agreement, the applicable Order Form, SOW, Product Schedule, or other mutually agreed ordering document, including: (a) subscription fees; (b) setup, onboarding, implementation, and configuration fees; (c) professional services fees; (d) usage-based, transaction-based, overage, consumption-based, API, artificial intelligence, processing, storage, support, maintenance, or other service-related fees; and (e) any applicable renewal fees or additional charges agreed by the Parties.

1.11. "Intellectual Property Rights" means any and all worldwide intellectual property, proprietary, industrial, and similar rights, whether registered or unregistered, including: (a) patents, copyrights, moral rights, trademarks, service marks, trade names, logos, domain names, and branding rights; (b) trade secrets, confidential information, know-how, methodologies, processes, techniques, algorithms, models, frameworks, specifications, and proprietary business methods; (c) data rights, rights in compilations, analytics, datasets, Usage Data, Derived Data; (d) all rights to sue or recover for past, present, or future infringement relating to the foregoing; and (e) all other intellectual property, proprietary, or similar rights recognized under applicable law anywhere in the world, whether existing now or recognized in the future.

1.12. "Order Form" means any ordering document, proposal, quote, statement of services, SOW, purchase schedule, or other mutually executed ordering instrument that references this Agreement and sets forth the applicable Services, Subscription Term, Fees, usage metrics, support levels, modules, interfaces, implementation services, commercial terms, or other transaction-specific terms agreed between the Parties.

1.13. "Personal Data" means any information relating to an identified or identifiable natural person, or any similar term (including "personal information" or "personally identifiable information") as defined under applicable data protection or privacy laws. Personal Data does not include anonymized, aggregated, de-identified, or Derived Data that cannot reasonably be used to identify a natural person.

1.14. "Privacy Policy" means Surecomp's privacy policy, as updated from time to time and made available on the Website or through other reasonable means, describing Surecomp's processing of personal data in its capacity as an independent controller, including in connection with website operations, account administration, marketing, support, security, and business operations. The Privacy Policy does not modify or limit Surecomp's obligations under the DPA with respect to Personal Data processed by Surecomp on behalf of Customer in connection with the Services.

1.15. "Security Incident" means any actual unauthorized access to, acquisition of, disclosure of, alteration

of, loss of, destruction of, or inability to access Customer Data or Personal Data processed by Surecomp on behalf of Customer that materially compromises the security, confidentiality, integrity, or availability of such data or the Services. Security Incident does not include: (a) unsuccessful attempts or activities that do not result in unauthorized access to Customer Data or Personal Data, including port scans, pings, denial-of-service attacks, malware alerts, firewall events, vulnerability scans, failed login attempts, or other network attacks; (b) incidents caused by Customer, Users, Customer Applications, or Third-Party Applications not controlled by Surecomp; (c) events affecting systems or environments outside Surecomp's reasonable control; or (d) anonymized, aggregated, de-identified, Usage Data, Derived Data, or Service Analyses that do not identify Customer, any User, or any identifiable natural person.

1.16. "Service(s)" mean the hosted, cloud-based, software-as-a-service, platform, application, functionality, modules, interfaces, APIs, support services, implementation services, and related offerings made available by Surecomp or its Affiliates and ordered, subscribed to, or otherwise made available to Customer under an applicable Order Form. The Services may include, as applicable: (a) any related modules, integrations, interfaces, workflows, APIs, or other functionality; (b) Third-Party Applications made available by or through the Services, in each case solely to the extent specified in the applicable Order Form. The term "Services" excludes: (i) Customer Applications; (ii) Customer Data; (iii) Third-Party Applications not provided by or on behalf of Surecomp; and (iv) standalone professional services unless expressly stated otherwise in the applicable Order Form.

1.17. "SLA" means the Service Level Agreement, attached hereto as Schedule C.

1.18. "Statement of Work" or "SOW" means a mutually executed document entered into under this Agreement that describes implementation services, onboarding services, configuration services, integration services, migration services, training services, consulting services, professional services, support services, or other project-based or transitional services to be performed by either Party in connection with the Services. A SOW may include, as applicable: (a) project scope; (b) deliverables; (c) milestones and timelines; (d) dependencies and assumptions; (e) roles and responsibilities of the Parties; (f) acceptance criteria; (g) resource requirements; (h) Fees and payment milestones; and (i) other project-specific commercial, technical, operational, or implementation terms.

1.19. "Surecomp Data" means: (a) the Services; (b) Documentation; (c) Usage Data; (d) Surecomp proprietary methodologies, algorithms, models, systems, analytics, workflows, know-how, and processes; and (g) all improvements, modifications, derivative works, and enhancements relating thereto."Third Party Application(s)" means any third-party applications, software, platforms, cloud services, APIs, integrations, data sources, messaging services, infrastructure components, or other products or services that interoperate, integrate, communicate, or otherwise interact with the Services, whether provided directly by Surecomp, Customer, or third party.

1.20. ""User" means individuals authorized by Customer to access or use the Services, including Customer personnel and Authorized Third-Party Users , in each case solely to the extent permitted under the applicable Order Form, Documentation, and this Agreement. Unless expressly permitted in the applicable Order Form, Documentation, or by Surecomp in writing, a User must be an actual individual human person and not an Automated Access Tool, shared account, group account, role-

based account, machine user, non-human account, automated process, or other non-individual access method.

1.21. "Website" means Surecomp's websites, customer portals, trust centers, support portals, knowledge bases, documentation repositories, onboarding portals, and other online resources designated by Surecomp from time to time in connection with the applicable Services, including www.rivo.trade, and any successor URLs, through which Surecomp may make available this Agreement, Documentation, technical requirements, release notes, support materials, operational notices, participation terms, the SLA, Privacy Policy, DPA, security information, and other Service-related materials.