

MASTER SUBSCRIPTION AGREEMENT

This Master Subscription Agreement ("Agreement") is entered into as of March 1, 2025 by and between Meridian Software Ltd., a Delaware corporation ("Vendor"), and Northgate Financial Group Inc., a New York corporation ("Customer").

1. SUBSCRIPTION AND TERM

1.1 The subscription term begins April 1, 2025 and ends March 31, 2026 ("Initial Term"). This Agreement will automatically renew for successive twelve (12) month periods unless either party provides written notice of non-renewal no less than ninety (90) days prior to the end of the then-current term.

2. FEES AND PAYMENT

2.1 Annual Contract Value

The total contract value for the Initial Term is \$240,000.00 USD.

2.2 Billing Schedule

Customer will be billed monthly in advance at \$20,000.00 per month, beginning April 1, 2025.

2.3 Payment Terms

All invoices are payable within forty-five (45) days of the invoice date.

Payment must be made by ACH, wire transfer, or corporate check.

2.4 Late Fees

Invoices not paid within the payment period will accrue interest at 2% per month on the outstanding balance. A grace period of 7 days applies before interest begins.

3. USAGE-BASED PRICING

In addition to the base subscription, usage-based charges apply as follows:

API Tier 1: 0 – 500,000 calls/month Included in base

API Tier 2: 500,001 – 2,000,000 calls \$0.004 per call

API Tier 3: 2,000,001 – 10,000,000 calls \$0.003 per call

API Tier 4: 10,000,001+ calls \$0.002 per call

Storage overage: \$0.08 per GB per month above 500GB included storage.

4. SEATS AND USER LICENSES

The base subscription includes up to 25 named user seats.

Additional seats are available at \$300 per seat per month.

Seat counts are reviewed quarterly and adjusted at the start of each quarter.

5. RENEWAL, CANCELLATION, AND TERMINATION

5.1 Auto-Renewal: This Agreement renews automatically as described in Section 1.1.

5.2 Cancellation: Customer may cancel by providing 90 days written notice before the renewal date. No refunds are provided for the remainder of any paid subscription period.

5.3 Early Termination: If Customer terminates before the end of the Initial Term, Customer owes 50% of remaining unpaid contract value as a termination fee.

6. SPECIAL TERMS

6.1 Annual Price Increase: Vendor may increase fees by up to 8% annually on renewal. Customer will be notified 60 days in advance of any price change.

6.2 Multi-Year Discount: If Customer commits to a two-year term, a 10% discount applies to Year 2 pricing.

6.3 Implementation Fee: A one-time implementation and onboarding fee of \$8,500 is due upon contract execution and is non-refundable.

6.4 SLA Credit: In the event monthly uptime falls below 99.5%, Customer is entitled to a service credit of 10% of the monthly fee for that month.

7. GOVERNING LAW

This Agreement is governed by the laws of the State of Delaware.

MERIDIAN SOFTWARE LTD. NORTHGATE FINANCIAL GROUP INC.

By: /s/ Rachel Kim

By: /s/ David Osei

Name: Rachel Kim

Name: David Osei

Title: Chief Revenue Officer

Title: Chief Technology Officer

Date: February 28, 2025

Date: February 28, 2025