This document is intended to be used as a sample EULA between FISPAN and an end-user of the FISPAN Quickbooks Online application. This document is not binding. This document is subject to change and will be unique on a per-bank basis.

SAMPLE FISPAN CLOUD ERP-Bank Connectivity Suite & Services Agreement

This agreement (the "Agreement") is dated *YYYY-MM-DD* (the "Effective Date") and is between FISPAN Services Inc. ("FISPAN"), and [ABC_PTY_LTD] ("[ABC_PTY_LTD]")

SERVICES & FEES

FISPAN will provide a bundle extension to the Quickbooks Online platform ("ERP") to [ABC_PTY_LTD], along with data connectivity through the FISPAN cloud platform to Five States Bank Ltd ("BANK"). FISPAN will also provide connectivity and support services in accordance with Schedule "A" to this agreement to enable [ABC_PTY_LTD] to initiate, track, and reconcile payments made via Five States Bank's services directly into its Quickbooks Online ERP.

No fees will be assessed against [ABC_PTY_LTD] by FISPAN for the technology and services provided under this agreement.

[ABC_PTY_LTD] understands and agrees that it is responsible for any fraudulent payments and/or requests for refunds or other misrepresentations, fraudulent acts or omissions by [ABC_PTY_LTD], or its officers, directors, employees, agents, affiliates, clients, or clients' vendors through or otherwise using the FISPAN ERP-Bank Connectivity Suite, such as a user initiating a payment without authorization to do so ("Fraudulent Acts").

WARRANTIES AND DISCLAIMERS

FISPAN warrants that its ERP-Bank Connectivity Suite and the Services will substantially conform to the Specifications and the Service Levels will be performed in a good and workmanlike manner. For any breach of this warranty (a "Warranty Claim"), [ABC_PTY_LTD]' sole and exclusive remedy, and FISPAN's only obligation, will be FISPAN's use of reasonable efforts to repair, replace or reperform, in FISPAN's discretion, the FISPAN ERP-Bank Connectivity Suite giving rise to the breach. The remedies in this paragraph are exclusive and in lieu of any or all other remedies for a Warranty Claim.

Warranty Disclaimer

(1) EXCEPT AS EXPRESSLY PROVIDED HEREIN, FISPAN EXPRESSLY DISCLAIMS ANY AND ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND OR NATURE, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS,WARRANTIES OR CONDITIONS OF SATISFACTORY QUALITY, PERFORMANCE, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE PROVIDED UNDER THIS AGREEMENT OR INCIDENTAL TO THE SERVICES PROVIDED UNDER THIS AGREEMENT.

(2) FISPAN DOES NOT REPRESENT OR WARRANT THAT THE FISPAN ERP-BANK CONNECTIVITY SUITE OR THE SUPPORT SERVICES WILL (i)MEET [ABC_PTY_LTD]' BUSINESS REQUIREMENTS; (ii) BE ERROR-FREE OR UNINTERRUPTED; OR (iii) THAT ALL DEFICIENCIES CAN BE FOUND OR CORRECTED.

TERM AND TERMINATION

This Agreement will commence on the Effective Date and will continue for one (1) year unless earlier terminated:

    (a)   by either party for any reason upon (30) days written notice;

    (b)   by FISPAN immediately and without notice where FISPAN reasonably believes [ABC_PTY_LTD] is

using the Services or the FISPAN ERP-Bank Connectivity Suite for fraudulent or illegal purposes or for any other purpose that may violate a policy of FISPAN or any party, including Five States Bank.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the Effective Date.

[ABC_PTY_LTD] SOLUTIONS INC	FISPAN SERVICES INC.,
a ● organized under the laws of ●	a company incorporated under the laws of British Columbia

By: By:

Name: Name:
Title: Title:

Notices: ＿   Notices: contracts@fispan.com

SCHEDULE "A"
FISPAN Services

FISPAN will provide in-ERP electronic payment orchestration & tracking services, composed of the following:

- a. Technology Components:
    - i. A complimentary, external, web-based component to QuickBooks Online;
    - ii. A configuration wizard to securely connect the plugin to [ABC_PTY_LTD]'s accounts with Five States Bank

- b. Operational Services:
    - i. Day-to-day operational services to coordinate [ABC_PTY_LTD]'s domestic payments made over Five States Bank's payment services;
    - ii. Day-to-day operational services to coordinate [ABC_PTY_LTD]'s international payment made over Five States Bank's GPI wire payment service;
    - iii. reconciliation services for I and II.

- c. Support Services:
    - i. operational and technical support via telephone, instant messaging, and email during standard business hours of 8:30 am to 5:00 pm Pacific Time, Monday to Friday, excluding any statutory holidays in British Columbia, Canada.
    - ii. A sandbox version of the ERP-Bank Connectivity Suite for testing and training purposes.

- d. Service Levels:
    - i. The ERP-Bank Connectivity Suite will be available on a 99% basis, twenty-four (24) hours per day, seven (7) days per week.
    - ii. FISPAN will advise [ABC_PTY_LTD] of all scheduled maintenance that may involve downtime for the ERP-Bank Connectivity Suite that is expected to involve downtime greater than ten (10) minutes.