Master Services Agreement

This Master Services Agreement is between A2 Financial Technologies, LLC, a New York limited liability company (**A2FT**), and the customer agreeing to these terms by executing an A2FT Services Order (**Customer**). This agreement becomes effective upon the date the last (of the two) parties signs the agreement.

1. **ON-PREMISES CUSTOM TECHNOLOGY SERVICE FOR FINANCE DEPARTMENTS.** This agreement provides Customer a license and access to a proprietary application and service (**Service**), as specified on an accompanying order (**Service Order**). A2FT will provide the Service under the terms herein. This agreement anticipates multiple service orders, which once signed by each of the parties are each governed by the terms of this agreement. Implementation services may also be provided for on an order and are also governed by the terms of this agreement (**Implementation Services**).

2. **LICENSE; USE OF SERVICES.**

   a. **License.** Subject to the terms of this agreement and the applicable Service Order, A2FT grants Customer a nontransferable and nonexclusive license to install and use in object code form only the Software and Documentation (as hereinafter defined) in connection with its use of the Service.

   b. **A2FT Responsibilities.** A2FT must (i) provide periodic updates and patches to ensure Services compatibility with other firm infrastructure components, and (ii) provide customer support for the Services under the terms of A2FT's Customer Support Policy (**Support**) attached as **Exhibit A** (which terms are incorporated into this agreement for all purposes). A2FT will perform the Implementation Services in accordance with the applicable Service Order. A2FT will not be obligated to provide onsite Implementation Services or Support unless otherwise agreed by the parties.

c. **Customer Responsibilities.** Customer (i) is responsible for ensuring that its hardware and network components are adequate for running the Services effectively, (ii) may use the Services only in accordance with the Documentation and applicable law, and (iii) must provide A2FT with access to Customer's technical and other personnel, information and self-directed remote access to the environment in which the Services are installed for the purposes of performing its obligations under this Agreement, including maintenance, updates and providing support for the Services. Such access to be conducted in a manner that respects the Customer's security protocols as have been provided to A2FT.

d. **Employee and Contractor Access and Use**. The Services, Software and Documentation may only be used and accessed by Customer's employees and contractors in compliance with the terms of this agreement for the sole benefit of Customer. Customer is responsible for its employees and contractors compliance with this agreement.

e. **Restrictions:** Customer may not sell, resell, rent or lease the Services.

3. **PAYMENT TERMS.** Customer must pay all fees as specified on the order, but if not specified then within 30 days of receipt of an invoice. If not otherwise specified, billings for subscription services shall begin the month immediately following the month in which the Services Order is executed. Customer is responsible for the payment of all sales, use, VAT and other similar taxes. All prices are quoted and shall be paid in US Dollars. If A2FT agrees to provide any onsite services, Customer will pay or reimburse A2FT for any related travel and other expenses.

4. **WARRANTY.**

a. **Warranty.** A2FT warrants to Customer, (i) the functionality or features of the Services may change but will not materially decrease during a paid term, and (ii) that Support may change but will not materially degrade during any paid term.

CUSTOMER'S EXCLUSIVE REMEDY AND A2FT'S SOLE OBLIGATION FOR BREACH OF THE WARRANTY ABOVE WILL BE FOR A2FT TO PROVIDE A REFUND OF FEES PAID FOR THE REMAINING PERIOD OF ANY TERM IN WHICH SUCH BREACH OCCURS.

b. **Implementation Services Warranty.** A2FT warrants during the term of an order, and for a period of 90 days after Implementation Services are completed, that the Implementation Services were performed in a professional manner consistent with industry standards.

c. **DISCLAIMER.** A2FT DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE AND FITNESS FOR A PARTICULAR PURPOSE. A2FT DOES NOT WARRANT THAT THE USE OF THE SERVICES OR IMPLEMENTATION SERVICES WILL BE UNINTERRUPTED OR NOT CONTAIN AN ERROR. CUSTOMER ACKNOWLEDGES AND AGREES THAT SUCCESSFUL OPERATION OF THE SERVICES IS DEPENDENT ON CUSTOMER'S USE OF PROPER PROCEDURES, REVIEWS AND SYSTEMS AND INPUT OF CORRECT DATA. THE SERVICES ARE A TOOL TO ASSIST CUSTOMER IN CREATING EFFICIENT PROCESSES, BUT CUSTOMER IS RESONSIBLE FOR REVIEWING ANY RESULTS GENERATED BY USE OF THE SERVICES PRIOR TO USE OF SUCH RESULTS AND FOR ITS USE OF SUCH RESULTS. A2FT MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTEES THAT USE OF THE SERVICES WILL INCREASE CUSTOMER'S REVENUES, PROFITS OR BUSINESS.

5. **MUTUAL CONFIDENTIALITY.**

a. **Definition of Confidential Information.** Confidential Information means all non-public information disclosed by a party (**Discloser**) to the other party (**Recipient**), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure (**Confidential Information**). Customer's Confidential Information includes all Customer Data (as defined below), and A2FT's Confidential Information includes without limitation the

Services, Software and Documentation, Implementation Services, and the pricing information of the Service.

b. **Protection of Confidential Information.** The Recipient shall not disclose the Confidential Information of the Discloser to any third party or use any Confidential Information of the Discloser for any purpose outside the scope of this agreement. The Recipient shall hold the Confidential Information of the Discloser in strict confidence and shall use the same degree of care to protect such Confidential information that it uses to protect its own confidential information (but in no event less than reasonable care). The Recipient will limit access to Confidential Information of Discloser to those of its employees and contractors who need such access for purposes consistent with this agreement and who have signed confidentiality agreements with Recipient no less restrictive than the confidentiality terms of this agreement. The Recipient shall remain responsible and liable for any breach of this agreement by its employees and contractors.

c. **Exclusions.** Confidential Information excludes information that: (i) is or becomes generally known to the public without breach of any obligation owed to Discloser, (ii) was known to the Recipient prior to its disclosure by the Discloser without breach of any obligation owed to the Discloser, (iii) is received from a third party without breach of any obligation owed to Discloser, or (iv) was independently developed by the Recipient without use or access to the Confidential Information. The Recipient may disclose Confidential Information to the extent required by law or court order, but to the extent legally permitted will provide Discloser with advance notice to allow the Discloser seek a protective order. The Recipient will only disclose the limited information required to be disclosed by law or the court order and will fully cooperate with the Discloser, at the Discloser's expense, in seeking any protective order.

6. PROPRIETARY RIGHTS; CUSTOMER DATA.

a. **Software and Documentation.** All software (in object code and source code), database designs, database schemas, scripts, and other code provided by A2FT for as part of the Service, and the services documentation, sample data, marketing materials, training material and other material provided through the Services or by A2FT (**Software and Documentation**) are licensed (and not sold) to Customer.

b. **Reservation of Rights by A2FT.** The Software and Documentation, and other technologies provided by A2FT as part of the Services and Implementation Services are the proprietary property of A2FT and its licensors, and all right, title and interest in and to the Software and Documentation and other A2FT technologies, including all associated intellectual property rights, remain the sole property of A2FT. in the event that A2FT, creates any custom software, improvements or enhancements to the Services in connection with the performance of this agreement including any updates or error corrections (but excluding any Customer Confidential Information incorporated or referenced therein)(**Improvements**), all such Improvements will be the property of A2FT and as applicable, be deemed licensed to Customer as part of the Services herein. A2FT reserves all rights unless expressly granted in this agreement.

c. **Customer Restrictions.** Customer may not: use the Services or the Software and Documentation beyond its internal operations; reverse engineer the Services or the Software and Documentation; remove or modify any proprietary marking or restrictive legends in the Service or Software and Documentation; or access the Service or use the Software and Documentation to build a competitive service or product, or copy any feature, function or graphic for competitive purposes or to create a derivative work.

d. **Customer Owned Data.** All information and data including personally identifying information, provided by Customer through the Services for processing (**Customer Data**) remains the sole property of Customer. A2FT agrees to use commercially reasonable security measures in any remote access

to the Services and Customer Data to safeguard against the unauthorized destruction, loss, alteration of or access to Customer Data. A2FT shall use the Customer Data solely for the purposes of providing the Services; provided that during and after the term of this Agreement, A2FT may use non-identifying Customer Data for the purposes of enhancing the Service, aggregated statistical analysis, technical support, and other business purposes.

7. LIMITATION OF LIABILITY.

a. **EXCLUSION OF CERTAIN DAMAGES.** A2FT IS NOT LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR RELATED TO THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, LOSS OF OR UNAUTHORIZED ACCESS TO DATA OR INFORMATION, LOST PROFITS, AND ANTICIPATED COST SAVINGS).

b. **LIMITATION OF LIABILITY.** A2FT'S TOTAL LIABILITY ARISING FROM OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHERWISE) DOES NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR SERVICES WITHIN THE 12 MONTHS THAT PRECEDE THE EVENT THAT GAVE RISE TO THE LIABILITY.

8. TERM AND TERMINATION.

a. **Term.** This agreement continues for the duration specified on the order and auto-renews for the duration as specified in the original order, unless cancelled by either party upon at least 60 days' notice prior to the renewal date.

b. **Termination for Material Breach.** If either party is in breach of any material term of this agreement, the other party may terminate this agreement at the end of a written 60-day notice/cure period, if the breach has not been cured.

c. **Actions upon Termination.** Upon termination of this agreement for any reason, Customer must pay all amounts owed through the date of termination, cease all use of the Services and Software and Documentation, and allow A2FT to retrieve,

uninstall or render unusable the Services (including all Software and Documentation), and each party must destroy or return all property of the other party. Each party will confirm its compliance with this requirement in writing upon request. Unless this agreement has been terminated due to Customer's material breach, A2FT will refund any pre-paid and unused fees.

9. **DEFENSE OF THIRD-PARTY CLAIMS.** A2FT will defend or settle any third party claim against Customer to the extent that such claim alleges that the Software and Documentation used to provide the Service when used in accordance with this Agreement violates a valid U.S. copyright, patent, trademark or other intellectual property right, if Customer: (i) promptly notifies A2FT of the claim in writing; (ii) cooperates with A2FT in the defense; and (iii) allows A2FT to solely control the defense or settlement of the claim.

   a. **Costs.** A2FT will pay the infringement claim defense costs it incurs as part of defending Customer, A2FT negotiated settlement amounts, and court awarded damages.

   b. **Process.** If such a claim appears likely, then A2FT may modify the Service, procure the necessary rights, or replace it with the functional equivalent. If A2FT determines that none of these are reasonably available, then A2FT may terminate the Service and refund any prepaid and unused fees.

   c. **Exclusions.** A2FT has no obligation for any claim arising from: A2FT's compliance with Customer's unique specifications; a combination of the Service with other technology or aspects where the infringement would not occur but for the combination; use of Customer Data; or technology or aspects not provided by A2FT.

   THIS SECTION CONTAINS CUSTOMER'S EXCLUSIVE REMEDIES AND A2FT'S SOLE LIABILITY FOR INTELLECTUAL PROPERTY INFRINGEMENT CLAIMS.

10. **GOVERNING LAW AND FORUM.** This agreement is governed by the laws of the State of New York, without regard to conflict of law principles. Any dispute arising out of or related to this agreement must be exclusively brought in the state and federal courts for New York, NY. Both parties consent to the personal jurisdiction of such courts and waive any claim that it is an inconvenient forum. Nothing in this agreement prevents either party from seeking injunctive relief in a court of competent jurisdiction. The prevailing party in any litigation is entitled to recover its attorneys' fees and costs from the other party.

11. **OTHER TERMS.**

    a. **Money Damages Insufficient.** Any breach by a party of the confidentiality obligations in this agreement or violation of the other party's intellectual property rights could cause irreparable injury or harm to the other party. Accordingly, each party agrees that the other party may seek injunctive relief from any court of competent jurisdiction to prevent or stop such breach or threatened breach without the requirement to prove damages or post a bond or other security. Any such relief shall be in addition to any other remedies available to the party under this agreement, at law or in equity.

    b. **Notices.** All notices required or permitted hereunder shall be in writing, delivered personally or by email, certified or registered mail, or overnight delivery by an established national delivery service at the respective addresses set forth below. All notices shall be deemed effective upon personal delivery; or on the day following receipt by email (with confirmation of receipt); or when received if sent by certified or registered mail or by overnight delivery.

    Customer

    Notice Email Address: (as entered on most recent services order)

    Notice Mailing Address: (as entered on most recent services order)

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A2FT
Notice Email Address: notices@a2ft.com
Notice Mailing Address: 20 Cabriolet Ln, Melville, New York 11747

c. **Entire Agreement and Changes.** This agreement and the order constitute the entire agreement between the parties and supersede any prior or contemporaneous negotiations or agreements, whether oral or written, related to this subject matter. Neither party is relying on any representation concerning this subject matter, oral or written, not included in this agreement. No representation, promise or inducement not included in this agreement is binding. No modification or waiver of any term of this agreement is effective unless both parties sign it.

d. **No Assignment.** Neither party may assign or transfer this agreement or an order to a third party, except that this agreement with all orders may be assigned as part of a merger, or sale of all or substantially all of the business or assets, of a party. This agreement and all orders shall be binding on and inure to the benefit of each party and its permitted successors and assigns.

e. **Independent Contractors.** The parties are independent contractors with respect to each other.

f. **Enforceability and Force Majeure**. If any term of this agreement is invalid or unenforceable, the other terms remain in effect. Neither party is liable for any events beyond their reasonable control, including without limitation force majeure events.

g. **No Additional Terms.** A2FT rejects additional or conflicting terms of any Customer form-purchasing document.

h. **Order of Precedence.** If there is an inconsistency between this agreement and an order, the order prevails.

i. **Survival of Terms.** Any terms that by their nature survive termination or expiration of this agreement, will survive.

j. **CISG Not Apply.** The Convention on Contracts for the International Sale of Goods does not apply.

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Exhibit A
Customer Support Policy

This support policy is between A2 Financial Technologies, LLC, a New York limited liability company (**A2FT**), and the customer agreeing to these terms by executing one or more A2FT Services Order(s) (**Order**) (**Customer**). All terms not defined in this policy have the meaning of such terms in the Agreement.

1. Support Services

A2FT will provide Customer with support services to include the following:

a. Corrections of material defects in the Services so that the Services will operate substantially as described in the Documentation.

b. Clearly outlined methods for Customer to open support requests. Customer may open a support request via:

   i. **email** by emailing: support@a2ft.com
  ii. **phone** by calling: +1(631) 692-4702

c. Response to requests and initiation of corrective actions according to the **Escalation Chart**:

Escalation Level	Definition	Response Time / *Resolution Time*
1	Service is unavailable or substantially fails to perform	**2 hrs** / *ASAP*
2	Substantial degradation in performance of the Service	**4 hrs** / *ASAP*
3	Problem report which has minimal to no impact on the availability or performance of the Service	**1 day** / *commercially reasonable effort to resolve in next version release*
4	Enhancement request to existing Service functionality	**1 week** / *A2FT will collaborate with Customer but is not obligated to include requested enhancements in future releases*

A2FT shall use its best efforts to correct a problem, or provide Customer with an acceptable [temporary] work around to a problem, within a timeframe consistent with the Escalation Chart.

A2FT reserves the right to determine the escalation level of a support request.

d. Periodic updates to the Service as made available to all A2FT customers that may contain error corrections or other changes to the Service to accommodate compatibility needs that would otherwise negatively impact the capabilities, performance, or quality of the Service (**Maintenance Releases**).

e. *SaaS Subscriptions Only:* Customers with a SaaS Subscription are also entitled to other updates that may contain, among other things: enhancements, improvements, and additional functionality (**Feature Releases**) during the term of their subscription.

2. Support Hours

a. A2FT's standard support hours are from 9am to 5pm, Eastern Standard Time, Monday through Friday every week.

b. Major US holidays are excluded from support hours.

c. A2FT will work persistently to resolve escalation level 1 and level 2 problems, including working outside of standard support hours when possible.

3. **Customer Obligations**

   a. Customer to notify A2FT as soon as possible following the occurrence of a problem and provide any information reasonably necessary to enable prompt resolution of the issue.

   b. Customer is responsible for backups and maintenance of equipment and software required to support the A2FT Services, including but not limited to, data feeds, integration with messaging (email), financial and other systems, equipment and network connectivity.

   c. Customer shall also adequately train its personnel on the basic use and support of the Services and the support of the system components.

4. **Things Not Covered**

   a. A2FT support obligations shall extend only to properly licensed versions of the applicable A2FT Services, and only those that have not been modified or altered in any way by anyone other than A2FT or under A2FT's direction.

   b. Except for mandatory software upgrades required by A2FT to Customer based components, Support Services do not include non-product related support such as maintenance of data feeds, support related to Customer equipment, recovery from Customer system crashes, Customer infrastructure software upgrades, Customer server moves or other Customer upgrades.

   c. Time required or requested by Customer to perform additional training of Customer staff members.

5. **Additional Requests**

   a. Customer may submit requests for services outside of the support services outlined above.

b. A2FT will respond to Customer request(s) and Customer may, at its sole discretion, accept proposals for additional work.

c. A2FT will use reasonable efforts to minimize costs to Customer related to any additional services provided.

d. A2FT will make commercially reasonable efforts to be available to perform services outside of standard business hours. Additional fees may apply, which fees will be clearly outlined, and agreed to, by Customer in advance.