

ASCEND ORDER FORM

Customer Information	
Customer:	Order Effective Date:
Primary Contact:	Primary Contact Phone:
Email:	Address:

Additional Terms
Pay In Full Pricing: <ul style="list-style-type: none">- Credit Card Payments: 3.5% + 30c- ACH Payments: 0.8% w/\$5 cap- (Payments can be passed on to customers) Premium Finance Pricing: <ul style="list-style-type: none">- Customer may be charged at Company's current financing rates as of the Order Effective Date- Customer may set their financing fee in the Ascend platform and can update rates on an ad-hoc basis without requiring approval from the Company.

ORDER FORM TERMS

- Agreement.** This order form ("**Order Form**") is entered into by Slash Eureka, Inc., doing business as Ascend ("**Company**") and the customer listed above (the "**Customer**") upon the Order Effective Date, and is subject to the General Terms attached hereto (the "**General Terms**"), including any addenda (each, an "**Addendum**") attached to the General Terms (collectively, the "**Agreement**") as amended from time to time and available [here](#). Capitalized terms used but not defined in this Order Form have the meanings given to them in the Agreement.
 - Additional Terms.** Company and Customer agree to work in good faith to determine optimal pricing for both parties' businesses.
 - Entire Agreement.** By signing this Order Form or submitting a purchase order or other ordering document to Company pursuant to this Order Form, Customer hereby orders from Slash Eureka, Inc., doing business as Ascend ("**Company**") the Services and other goods or services described in this Order Form. All payments are non-cancelable and non-refundable. Customer may not cancel any portion of this Order Form during the Term. If Company terminates this Order Form due to Customer's non-payment, all unpaid fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer's responsibility. Company will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to this Order Form (whether or not it would materially alter this Order Form) that is proffered by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise, unless Company specifically provides a written acceptance of such provision signed by an authorized agent of Company.

Accepted and agreed by duly authorized representatives of the Parties as of the Order Effective Date.

Customer	Slash Eureka, Inc., DBA Ascend
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By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: Andrew Wynn
Title: Co-CEO
Date: _____

ATTACHMENTS:

1. [Addendum 1](#): Premium Finance Addendum
2. [Addendum 2](#): Implementation Services Addendum
3. [Addendum 3](#): SaaS Addendum
4. [Addendum 4](#): Banking Services Addendum

General Terms

1. STRUCTURE

- 1.1. This Agreement sets forth the terms and conditions on which Company will make available its financial products and services (the “**Services**”) to Customer as further described in an applicable mutually executed order form (an, “**Order Form**”). Each of Customer and Company are a “**Party**” and collectively, the “**Parties**.”
- 1.2. Services; Order Forms. Each Order Form is subject to the terms of, and is deemed incorporated into, this Agreement. An Order Form may reference one or more additional documents that contain terms relevant to a particular Service (each, an “**Addendum**”). Each Addendum is deemed incorporated into this Agreement. Company will not be bound by any term, condition, or other provision that is different from or in addition to the Order Form (whether or not it would materially alter the Order Form) that is provided by Customer in any receipt, acceptance, confirmation, correspondence, or otherwise. Company’s Data Processing Agreement available at [DPA](#) (the “**DPA**”), and Company’s Privacy Policy available at [Privacy Policy](#) is hereby incorporated by reference into this Agreement.
- 1.3. Order of Precedence. Any conflict between an Order Form, an Addendum, or the General Terms, the conflict will be resolved according to the following order of precedence: (a) Order Form; (b) the General Terms; and (c) an Addendum. Notwithstanding the foregoing, in the event of any conflict between the DPA and any other part of this Agreement with respect to the subject matter of data protection or processing of Customer Personal Data (as defined in the DPA), the DPA will control.

2. SERVICE OFFERINGS; RIGHTS AND RESTRICTIONS

- 2.1. License to Services. Subject to the terms of this Agreement and any Order Form, Company hereby grants Customer a non-exclusive, non-transferable, non-sublicensable right and license to access and use the Services solely: (a) for the Order Form Term for the applicable Service, and (b) in accordance with all applicable Documentation and the restrictions set forth in this Agreement. Promptly following the effective date set forth in the Order Form (the “**Order Effective Date**”), Company will make available the Services to Customer.
- 2.2. Documentation. To the extent that a Service is accompanied by any Company-provided user manuals, help files, specification sheets, or other documentation, in whatever form, relating to a Service (“**Documentation**”), Company hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right and license under Company’s rights in the Documentation to use such Documentation solely to enable Customer to exercise its rights under the applicable license to or grant of access and usage rights for such Service.
- 2.3. Use Restrictions. Except as otherwise explicitly provided in this Agreement or as may be expressly permitted by applicable law, Customer will not, and will not permit or authorize third parties to: (a) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise permit third parties (or other persons not authorized by this Agreement) to use the Services or the Documentation; (b) use the Services to provide services to third parties (e.g., as a service bureau); (c) use the Services for any benchmarking activity or in connection with the development of a competitive product; (d) copy, modify, or create derivative works of the Services, in whole or in part; (e) remove any proprietary notices from any part of the Services; or (f) use any part of the Services in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; (g) circumvent or disable any security or other technological features or measures of the Services or use the Services in a manner that Company reasonably believes poses a threat to the security of Company-controlled computer systems; (h) modify, translate, reverse engineer, decompile, disassemble, or otherwise derive the source code or the underlying ideas, algorithms, structure, or organization from the Services (except to the extent that applicable law prevents the prohibition of such activities); or (i) use or access the Services in a manner that materially impacts or burdens Company or Company’s servers and other computer systems, or that interferes with Company’s ability to make available the Services to any third party.
- 2.4. Third-Party Products. To the extent that a Service includes or is accompanied by third-party software or other products that

Company provides to Customer or that is otherwise identified in the Documentation as being required to use properly such Service (“**Third-Party Products**”), the Third-Party Products and their use by Customer are subject to all license and other terms that accompany such Third-Party Products. Customer will abide by and comply with all such terms.

- 2.5. Compliance with Laws. Customer will use the Services and Documentation in compliance with (a) all applicable laws and regulations; and all applicable contractual agreements with carriers (e.g., no breach of contract with the carrier by financing direct billed policies). If the Customer uses the Services in breach of any contractual agreements with carriers, then Customer will be responsible for any remediation measures, such as canceling loans and recouping any debt incurred, within than thirty (30) days.
- 2.6. Protection against Unauthorized Use. Customer will prevent any unauthorized use of the Services and Documentation and will immediately notify Company in writing of any unauthorized use of which Customer becomes aware. Customer will immediately terminate any unauthorized use by persons having access to a Service or Documentation through Customer.

3. OWNERSHIP; DATA

- 3.1. Patriot Act. Federal law requires financial institutions to verify your identity to help combat terrorism and money laundering. When opening an account, you’ll need to provide your name, address, date of birth, and other identifying information, such as a driver’s license or similar documents.
- 3.2. Customer Data. As between Company and Customer, Customer retains all right, title, and interest, including all intellectual property rights, in and to: (a) any data or information that Customer uploads or inputs into the Service or otherwise makes available to Company, including in connection with Customer’s use of the Service and (b) data that is generated and made available to Customer by any Service through use of the data described in (a) above ((a) and (b) collectively, “**Customer Data**”). To the extent Customer Data includes Customer Personal Data (as defined in the DPA), the DPA governs Company’s rights and obligations with respect to such Customer Personal Data. During the Term, Customer may request that Company make available to Customer a copy of Customer Data stored in certain Services, and Company may agree to do so for an additional fee.

- 3.3. License to Customer Data. Customer hereby grants Company a non-exclusive, worldwide, royalty-free, fully paid, sublicensable, fully transferable, irrevocable license to use, process, transmit, store, and disclose the Customer Data: (a) during the Term, for the purpose of exercising Company’s rights and performing its obligations under this Agreement and (b) in perpetuity, in an aggregated form that does not identify Customer as the source thereof, for its business purposes, including to develop and improve Company’s and its Affiliates’ products and services. Customer represents and warrants that Customer has all rights necessary, to grant Company the licenses set forth in this Agreement and to enable Company to exercise its rights under the same without violation or infringement of the rights of any third party. Notwithstanding anything to the contrary in this Section 3.3, Company’s use of Customer Personal Data is subject to the DPA, and nothing in this Section 3.3 authorizes Company to use, retain, or disclose Customer Personal Data in any manner inconsistent with the DPA.
- 3.4. Reservation of Rights. As between the Parties, Company owns all right, title, and interest, including all intellectual property rights, in and to the Services, Documentation, any deliverables, and any improvements to any Company products or services made as a result of Company’s use, processing, or generation of Customer Data. Company reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Platform or the Services.
- 3.5. Feedback. If Customer provides any feedback to Company concerning the functionality and performance of the Service, any Documentation (including identifying potential errors and improvements), Customer hereby grants to Company an unrestricted, perpetual, irrevocable, non-exclusive, fully-paid, royalty-free right to exploit the feedback in any manner and for any purpose, including to improve the Services and create other products and services.

4. FEES; PAYMENT

- 4.1. Payment. Company will invoice, and Customer will pay Company, the amounts set forth in the Order Form. Unless otherwise set forth in the

Order Form, all fees are due within thirty (30) days of the date set forth in the invoice. Customer's use of certain Services may incur other fees, which are set forth in the applicable Addenda.

- 4.2. Late Fees. Any undisputed payment not received Company upon the due date of such payment is subject to a late fee charge of 1.5% per month or the maximum amount allowed by law, whichever is less. Customer will also reimburse any costs or expenses (including, but not limited to, reasonable attorneys' fees) incurred by Company to collect any amount that is not paid when due.
- 4.3. Non-Refundable. All payments are non-cancelable and non-refundable. Customer may not cancel any portion of this Order Form during the Term. If Company terminates this Order Form due to Customer's non-payment, all unpaid fees for the remainder of the Term will be immediately due. Fees do not include any taxes, duties, or other governmental charges, all of which are Customer's responsibility.
- 4.4. Taxes. Other than net income taxes imposed on the other Party, each Party will bear its individual taxes, duties, and other governmental charges (collectively, "**Taxes**") resulting from this Agreement. Each Party will pay any additional Taxes as are necessary to ensure that the net amounts received by the other Party after all such Taxes are paid are equal to the amounts to which such Party would have been entitled in accordance with this Agreement if such additional Taxes did not exist.

5. CONFIDENTIALITY

- 5.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by or otherwise obtained from a Party ("**Disclosing Party**") to or by the other Party ("**Receiving Party**"), whether orally, visually, 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" of a Disclosing Party includes such Disclosing Party's business and marketing plans, technology and technical information, product plans and designs, and business processes. Without limiting the foregoing, Company's "Confidential Information" includes each Service, all Documentation, all Company technical information, and all information concerning Service-related database structure information and schema. However,

"Confidential Information" does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.

- 5.2. Protection of Confidential Information. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party will (a) use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (b) limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Notwithstanding the foregoing, Company is permitted to disclose Confidential Information of Customer on a need to know basis to employees, contractors, and agents of its Affiliates; provided that any disclosure of Customer Personal Data is subject to the Sub-processor requirements set forth in the DPA. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. "**Affiliate**" means any corporation, partnership, joint venture, or other entity: (i) as to which a Party owns or controls, directly or indirectly, stock or other interest representing more than 50% of the aggregate stock or other interest entitled to vote on general decisions reserved to the stockholders, partners, or other owners of such entity; (ii) if a partnership, as to which a Party or another Affiliate is a general partner; or (iii) that a Party otherwise is in common control with, controlled by, or controls in matters of management and operations.

6. WARRANTIES AND DISCLAIMER

- 6.1. Company Warranties. Company represents and warrants to Customer that: (a) this Agreement

has been duly executed and delivered and constitutes a valid and binding agreement enforceable against Company in accordance with its terms and no authorization or approval from any third party is required in connection with such Company's execution, delivery, or performance of this Agreement; and (b) the Services will materially conform to the applicable Documentation (the "**Service Warranty**"), provided that the Service Warranty will not apply to failures to conform to the applicable Documentation to the extent such failures arise, in whole or in part, from any modification of the applicable Service by Customer or any third party or any combination of the applicable Service with software, hardware, or other technology not provided by Company under the applicable Order Form. If any defect or error covered by the Service Warranty occurs, Customer will provide Company with sufficient detail to allow Company to reproduce the defect or error. If notified in writing by Customer during the Service Warranty period, Company will use commercially reasonable efforts to correct such error or defect in the Service, at no cost to Customer and within a reasonable time. The foregoing sentence sets forth Customer's sole and exclusive remedy for Company's breach of the warranty described in the first sentence of this Section 6.1.

- 6.2. Customer Warranties. Customer represents, warrants, and covenants to Company that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against Customer in accordance with its terms and no authorization or approval from any third party is required in connection with Customer's execution, delivery, or performance of this Agreement; (b) that it has provided and will continue to provide all notices and disclosures, and has obtained and will continue to obtain all rights, consents, and permissions necessary for Company to use the Customer Data and any Customer Materials (as applicable) as set forth in this Agreement without violating or infringing applicable laws, third-party rights, or terms or policies; and (c) Customer's clients are not, and during the Term will not be, in bankruptcy, foreclosure, or otherwise insolvent.
- 6.3. Disclaimer. EXCEPT FOR THE EXPRESS REPRESENTATIONS AND WARRANTIES STATED IN THIS SECTION 6 OR AN ORDER FORM OR ADDENDUM, COMPANY MAKES NO ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY

OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. COMPANY DOES NOT WARRANT AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES. COMPANY DOES NOT WARRANT THAT THE PRODUCTS, DOCUMENTATION, OR SERVICES ARE ERROR-FREE OR THAT OPERATION OF THE PRODUCTS OR PROVISION OF THE SERVICES WILL BE SECURE OR UNINTERRUPTED. COMPANY DOES NOT WARRANT THAT ANY INFORMATION PROVIDED BY A PRODUCT OR DOCUMENTATION, OR IN CONNECTION WITH THE SERVICES, IS ACCURATE OR COMPLETE OR THAT ANY SUCH INFORMATION WILL ALWAYS BE AVAILABLE. COMPANY EXERCISES NO CONTROL OVER, AND EXPRESSLY DISCLAIMS ANY LIABILITY ARISING OUT OF OR BASED UPON THE RESULTS OF, CUSTOMER'S USE OF THE PRODUCTS OR DOCUMENTATION OR RECEIPT OF THE SERVICES.

7. TERM AND TERMINATION

- 7.1. Order Form Term. Unless otherwise set forth in an Order Form, the term of the Order Form will continue for the initial subscription term specified in such Order Form ("**Order Form Initial Term**"), and upon the last day of the Order Form Initial Term, will automatically renew for successive terms equal in length to the Order Form Initial Term (each, a "**Order Form Renewal Term**" and collectively with the Order Form Initial Term, the "**Order Form Term**"). Either Party may provide thirty (30) days written notice of non-renewal prior to the start of the next Order Form Renewal Term. Renewal of any Order Form may be conditioned on and subject to (a) the terms set forth in the Order Form and (b) Customer's agreement to changes to this Agreement and applicable Addenda. Customer acknowledges that its access to the Services (or certain features thereof) may be automatically disabled upon expiration of the applicable Order Form Term.
- 7.2. Agreement Term. This Agreement will remain in effect and continues until no Order Form has been in effect for sixty (60) days. (the "**Term**"), until earlier terminated in accordance with this Section 7.
- 7.3. Termination. Either Party may terminate this

Agreement (including any or all Order Forms) if the other Party does not cure its material breach of this Agreement within 30 days of receiving written notice of the material breach from the non-breaching Party. Either Party may terminate this Agreement if the other Party ceases to do business in the ordinary course or is insolvent (i.e., unable to pay its debts in the ordinary course as they come due), or is declared bankrupt, or is the subject of any liquidation or insolvency proceeding which is not dismissed within 120 days, or makes any assignment for the benefit of creditors.

- 7.4. Effects of Termination. Termination of this Agreement will terminate any Order Form. Upon expiration or termination of this Agreement, (a) Customer's access to and Company's obligations to provide the Services described in the Order Form will cease; (b) Customer will provide Company with a written certification signed by an authorized Customer representative certifying that all use of the Services and Documentation by Customer has been discontinued and that all software and Confidential Information in Customer's possession or control has been returned or destroyed; and (c) Customer will pay to Company any fees or other amounts that have accrued prior to the effective date of the termination; and (d) Company's return or deletion of Customer Personal Data will be handled in accordance with the DPA.
- 7.5. Survival. Notwithstanding anything to the contrary herein, (a) all liabilities accrued prior to the effective date of the termination; and (b) Sections 2.3, 2.6, 3, 4.3, 5, 6.3, 7.3, 7.4, 7.5, 8, 9 and 10, and the DPA (to the extent its terms expressly survive), will survive termination or expiration of this Agreement.

8. INDEMNIFICATION

- 8.1. Defense by Company. Company will, at its expense, either defend Customer from or settle any claim, proceeding, or suit brought by a third party (each, a "**Company Claim**") against Customer alleging that Customer's use of the Services infringes or misappropriates any patent, copyright, or trademark; provided however that Company will have no obligation under this Section 8 for any infringement or misappropriation to the extent that it arises out of or is based upon any of the following (the "**Excluded Company Claims**"): (a) use of the Service in combination with other products or services not provided by Company if such infringement or misappropriation would not have

arisen but for such combination; (b) the Services are provided to comply with designs, requirements, or specifications required by or provided by Customer, if the alleged infringement or misappropriation would not have arisen but for the compliance with such designs, requirements, or specifications; use of the Service by Customer for purposes not intended or outside the scope of the license granted to Customer; (c) Customer's failure to use the Service in accordance with instructions provided by Company, if the infringement or misappropriation would not have occurred but for such failure; or (d) any modification of the Service not made or authorized in writing by Company where such infringement or misappropriation would not have occurred absent such modification. Company will indemnify Customer from and pay all damages, costs, and attorneys' fees finally awarded against Customer in any Company Claim under this Section 8.1, including any out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Customer in connection with the defense of a Company Claim (other than attorneys' fees and costs incurred without Company's consent after Company has accepted defense of the Company Claim) and all amounts that Company agrees to pay to any third party to settle any Company Claim.

- 8.2. Remedy. If Company becomes aware of, or anticipates, a Company Claim subject to indemnification under Section 8.1, then Company may, at its option (a) modify the Services that are the subject of the Company Claim so that they become non-infringing, or substitute functionally equivalent products; (b) obtain a license to the third-party intellectual property rights giving rise to the Company Claim; or (c) terminate the affected Order Form(s) on written notice to Customer and refund to Customer any pre-paid but unused fees. Sections 8.1 and 8.2, state Company's sole and exclusive liability, and Customer's sole and exclusive remedy, for the actual or alleged infringement or misappropriation of any third-party intellectual property right by a Service.
- 8.3. Defense by Customer. Customer will defend Company and Company's banking partners and each of their respective officers, employees, agents, successors and assigns ("**Company Indemnitees**") from and against any actual or threatened third-party claim (each, a "**Customer Claim**") arising out of or relating to Customer's (a) use of a Service; (b) provision of the Customer Data; (c) breach of any of the

provisions of this Agreement; or (d) an Excluded Company Claim. Customer will indemnify Company Indemnitees from, and pay all damages, costs, and attorneys' fees finally awarded against such Company Indemnitees, in any Customer Claim under this Section 8.3, including any out-of-pocket costs (including reasonable attorneys' fees) reasonably incurred by Company in connection with the defense of a Customer Claim (other than attorneys' fees and costs incurred without Customer's consent after Customer has accepted defense of the Customer Claim); and, all amounts that Customer agrees to pay to any third party to settle any Customer Claim.

- 8.4. Procedures. The indemnifying Party's obligations in this Section 8 are subject to it receiving: (a) prompt written notice of the claim; (b) the exclusive right to control and direct the investigation, defense, and settlement of the claim; and (c) all reasonably necessary cooperation of the indemnified Party, at the indemnifying Party's expense for reasonable out-of-pocket costs. The indemnifying Party may not settle any claim without the indemnified Party's prior consent if settlement would require the indemnified Party to admit fault or take or refrain from taking any action (other than relating to use of the Services when Company is the indemnifying Party). The indemnified Party may participate in a claim with its own counsel at its own expense.

9. LIMITATIONS OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, (A) NEITHER COMPANY, NOR ANY OF ITS BANKING PARTNERS, WILL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR LOSS OF BUSINESS, ARISING OUT OF OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, EVEN IF COMPANY IS APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING; AND (B) UNDER NO CIRCUMSTANCES WILL COMPANY OR ITS BANKING PARTNERS' TOTAL LIABILITY OF ALL KINDS ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO COMPANY (OR TO COMPANY'S RESELLER) UNDER THE ORDER FORM WITH RESPECT TO WHICH THE LIABILITY AROSE DURING THE 12 MONTHS IMMEDIATELY PRECEDING THE CLAIM (DETERMINED AS OF THE DATE OF ANY FINAL

JUDGMENT IN AN ACTION). THE ALLOCATION OF RISK BETWEEN THE PARTIES IN THIS SECTION 9 IS REFLECTED IN THE PRICING OFFERED BY COMPANY TO CUSTOMER AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES.

10. GENERAL

- 10.1. Relationship. Company will be and act as an independent contractor (and not as the agent or representative of Customer) in the performance of this Agreement.

- 10.2. Use of Brand Name. Company may use the name, brand, or logo of Customer (or Customer's parent company) solely for the purpose of identifying Customer as a licensee or customer of Company in a 'customer' section of Company's website, brochures, or other promotional materials, or as part of a list of Company's customers in a press release or other public relations materials. Any such limited use by Company will include proper attribution to Customer or its parent company of any trademark or logo of Customer or its parent company, and will in no way suggest that Company is affiliated with, or speaking on behalf of, Customer or Customer's parent company. Any other press releases or marketing materials referring to the trademarks or logos of Customer will require mutual approval in writing prior to public dissemination thereof.

- 10.3. Assignability. Customer may not assign its right, duties, or obligations under this Agreement without Company's prior written consent. For the purposes of this Section 10.3, any direct or indirect change of control, whether via merger, sale of all or substantially all of a Party's assets or equity securities, or otherwise, will be deemed an assignment of this Agreement. Company may assign this Agreement freely and without restriction. Any attempted assignment in violation of this section will be void. This Agreement will inure to the benefit of the Parties' permitted successors and permitted assigns.

- 10.4. Export. Customer represents and warrants that the Services are not being and will not be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals and persons on the Table of Denial Orders, the Entity List or the List of Specifically Designated Nationals, unless specifically authorized by the U.S. Government for those purposes.

- 10.5. U.S. Government Restricted Rights. The

software is commercial computer software, as that term is defined in 48 C.F.R. §2.101. Accordingly, if the Customer is the U.S. Government or any contractor therefor, Customer will receive only those rights with respect to the software and Documentation as are granted to all other end users under license, in accordance with (a) 48 C.F.R. §227.7201 through 48 C.F.R. §227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. §12.212, with respect to all other U.S. Government licensees and their contractors.

10.6. Subcontractors. Company may utilize subcontractors or other third parties, including resellers, to perform its duties under this Agreement so long as Company remains responsible for all of its obligations under this Agreement. Subcontractors that process Customer Personal Data are Sub-processors subject to the requirements of the DPA, including the notice and objection rights set forth therein.

10.7. Notices. Any notice required or permitted to be given in accordance with this Agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate Party at the address set forth on the applicable Order Form and with the appropriate postage affixed. Either Party may change its address for receipt of notice by notice to the other Party in accordance with this Section 10.7. Notices are deemed given 2 business days following the date of mailing or 1 business day following delivery to a courier.

10.8. Force Majeure. Neither Party will be liable for, or be considered to be in breach of or default under this Agreement (except for failure to make payments when due) on account of, any delay or failure to perform as required by this Agreement as a result of any cause or condition beyond its reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or utility failures, earthquakes, fires, storms or other elements of nature, blockages, embargoes, riots, acts, regulations, or orders of any governmental entity, viral outbreak, epidemic, pandemic (including COVID-19), civil unrest, acts of terrorism, cyber-attacks or war, so long as that Party uses all commercially reasonable efforts to avoid or remove the causes of non-performance.

10.9. Governing Law. This Agreement will be

interpreted, construed, and enforced in all respects in accordance with the local laws of the State of New York, and not including the provisions of the 1980 U.N. Convention on Contracts for the International Sale of Goods. Each Party hereby irrevocably consents to the exclusive jurisdiction and venue of the federal, state, and local courts in New York County, New York in connection with any action arising out of or in connection with this Agreement.

10.10. Waiver. The waiver by either Party of any breach of any provision of this Agreement does not waive any other breach. The failure of any Party to insist on strict performance of any covenant or obligation in accordance with this Agreement will not be a waiver of such Party's right to demand strict compliance in the future, nor will the same be construed as a novation of this Agreement.

10.11. Severability. If any part of this Agreement is found to be illegal, unenforceable, or invalid, the remaining portions of this Agreement will remain in full force and effect. If any material limitation or restriction on the use of a Service under this Agreement is found to be illegal, unenforceable, or invalid, Customer's right to use Services will immediately terminate.

10.12. Data Protection. The Parties' rights and obligations with respect to the processing of Customer Personal Data (as defined in the DPA) are governed by the DPA, which is incorporated into this Agreement by reference. With respect to Customer Personal Data, Customer is the Controller and Company is the Processor (each as defined in the DPA). Execution of an Order Form constitutes each Party's acceptance of the version of the DPA in effect as of the Order Effective Date. Company may update the DPA from time to time to reflect changes in applicable law or Company's processing activities. Company will provide at least thirty (30) days' prior written notice of any material changes. If Customer reasonably objects to a material change, Customer may notify Company in writing within fifteen (15) days of such notice, and the Parties will negotiate in good faith to resolve the objection.

10.13. Entire Agreement. This Agreement, including all exhibits, is the final and complete expression of the agreement between the Parties regarding the subject matter hereof. This Agreement supersedes, and the terms of this Agreement govern, all previous oral and written communications regarding these matters, all of which are merged into this Agreement, except

that this Agreement does not supersede any prior nondisclosure or comparable agreement between the Parties executed prior to this Agreement being executed, nor does it affect the validity of any agreements between the Parties

relating to other products or services of Company that are not described in an Order Form and with respect to which Customer has executed a separate agreement with Company that remains in effect.

* * * *

Addendum 1
Premium Finance Services

This Premium Banking Addendum (this “**Premium Finance Addendum**”) is subject to, and hereby incorporated into, the Agreement. This Addendum governs any premium finance services (“**Premium Finance Services**”) identified in one or more Order Forms. If Customer has not ordered any Premium Finance Services, this Premium Finance Addendum will not apply.

1. **LICENSE.** Company will provide Customer the Premium Finance Services as part of the Services. Subject to the terms and conditions of the Agreement and this Premium Finance Addendum, Customer will be granted access to Company’s agency dashboard, available at www.dashboard.useascend.com which, upon entry of the required information, will produce the insurance premium quotes. Subject to the terms and conditions of this Agreement, Company grants to Customer a non-exclusive, non-transferable license to access and use the Company’s website, in accordance with any related Documentation or Company instructions solely to enable Company to provide the Premium Finance Services.
2. **PAYMENT OFFERINGS**
 - 2.1. Offering of Premium Finance Agreements. Customer will offer its clients premium finance agreements originated and funded through Company’s platform pursuant to the terms and conditions contained in the applicable premium finance agreements and subject to further written instruction from Company regarding the facilitation, application, or processing of the premium finance agreements (each such agreement a “**PFA**” and collectively, the “**PFA**s”). Financing is only permitted for agency billed policies where underwriters allow third-party premium financing.
 - 2.2. Offering of Pay-In-Full Option. Customer will offer its clients the ability to use the Premium Finance Services to pay Customer in full for the annual fees owed by client for its insurance policies using credit card, debit card and ACH payments (the “**PIF Arrangement**”). The Premium Finance Services support cards including US-issued and some non-US issued cards with a Visa, MasterCard, Discover, Diners Club, JCB, China UnionPay, Cartes Bancaires, Interac, or American Express logo (the “**Card Networks**”).
3. **CUSTOMER REQUIREMENTS.** During the term, Customer will comply with the requirements of set forth in Appendix 1-1.
4. **ONLINE ACCESS AND SUPPORT.** Company will provide both online access to the Company quoting platform and client support during normal business hours to assist Customer in preparing PFA quotes for Customer’s clients. Company will provide reasonable setup and training to Customer upon request.
5. **QUOTES; INTEREST RATES; RENEWAL.** Customer will prepare PFA quotes to present to its clients through Company’s online quoting platform or accessed via Company’s website. Customer may not amend or modify any quote from Company without Company’s express written permission; provided, however, Customer may modify the interest rate on any PFA (the “**Contract Rate**”), including (if approved by Company) by programmatic means, and otherwise complies with relevant state and federal laws and regulations. If Customer selects a Contract Rate that is less than the Base Rate (as defined below), Customer will pay Company the difference of the Base Rate less the Contract Rate for the applicable PFA. Customer will be responsible for determining whether the Contract Rate complies with relevant state and federal laws and regulations and will notify Company promptly if any such Contract Rate is not in compliance. Customer will not make any written or oral representations, warranties, or other assurances to any client regarding a PFA that have not first been specifically authorized in writing by Company. Any renewal of insurance coverage by the client will require a new PFA.
6. **ACCEPTANCE OF PFAS; COMPLIANCE WITH LAWS.** Company reserves the right to reject any premium finance agreement offered to it by Customer and retains sole discretion in both offering or accepting any submitted PFA based on Company’s business judgment and internal underwriting guidelines. Company will not incur any payment obligation to Customer or its clients until Company accepts and funds the premiums identified in a PFA. Company will service each loan as required by applicable state and federal laws and regulations and in accordance with Company’s standard operating procedures.
7. **FUNDING RESPONSIBILITY; INDEMNIFICATION.** Customer will direct Company where to fund any approved and accepted PFAs and PIF Arrangements will promptly remit any funding through Company’s platform to the appropriate carriers in payment of the premiums. Customer assumes all responsibility to pay the appropriate carriers where Customer has instructed that Company fund Customer, and any claims by Customer’s clients arising out of or relating to whether Company improperly funded Customer will be deemed a Customer Claim under Section 8.3 of the General Terms. This obligation will survive any expiration or termination of the Agreement.

8. **PAYMENT TRANSMISSION; COOPERATION.** The details for transmitting payments through Company's platform but initially received by Customer from insured clients or otherwise will be outlined in separate document as mutually agreed, and Customer agrees to follow such payment procedures. Company and Customer will use Stripe, Inc. or another mutually agreed upon payment processor to accomplish the transactions contemplated by this Section 8. Both Customer and Company agree to work together to create a mutually acceptable system by which payments from the insured will go through Customer. Customer will reasonably cooperate with Company, and any third party designated by Company, to allow effective and efficient payment to Company.
9. **RETURN OF UNEARNED PREMIUM AND COMMISSION ON CANCELLATIONS.** In the event an insurance policy is canceled for any reason, the Customer is responsible for paying Company's financing partners unearned commission on such policies unless such amounts have been remitted to the carrier. Additionally, if the Customer receives or has credited to them unearned premiums, return endorsements, dividends, down rates, or any other policy credits from the carrier or any other Party, then the Customer agrees and covenants that it will deliver, such amounts to Company and/or its financing partners within fifteen (15) days following receipt or credit of such funds.
10. **PIF ARRANGEMENT AUTHORIZATIONS; FUNDING SCHEDULE.** Customer authorizes its bank or other financing partner to receive, disburse, and hold funds on Customer's behalf when such funds from card transactions settle from the Card Networks in conjunction with the PIF Arrangement. Customer's authorizations set forth herein will remain in full force and effect for the Order Form Term. Customer's bank account for the transactions will be funded within 3 business days of the transactions being settled by the relevant underlying payment processor for credit card, debit card, and ACH transactions. At a regularly scheduled interval (typically monthly) Customer's account will be debited for the fees associated with those transactions.
11. **CHARGEBACKS & DISPUTES.** "Disputes" will mean any dispute, claim or controversy arising out of or relating to these terms or the breach, termination, enforcement, interpretation or validity thereof. When making payments on the Company's platform, the payer agrees to all listed charges and gives permission to the Company to charge the account information provided with the amount entered. In any event and without limitation, the Company is not responsible for damages connected with the transaction. The Company may need to hold a reserve of Customer's funds for an additional period of time if Customer's account shows a history of chargebacks or risky patterns. If a chargeback occurs, Company will use commercially reasonable efforts to help the Customer and its client resolve the dispute. If the chargeback is finalized, the Company will automatically debit the Customer's account for the chargeback amount in addition to a chargeback fee. The Customer will offer their clients education around cancellation and refund procedures. If the client requests a policy cancellation, then the Customer will process the cancellation via API or on the Company's platform within 24 hours to prevent upcoming recurring charges.

12. FEES AND PAYMENTS

- 12.1. **Financing Fee.** Company will pay to Customer a fee as calculated by this Section 12 (the "**Financing Fee**") for any finance charge revenue earned and collected by Company, Company's bank or other financing partner on any outstanding PFA facilitated by Customer. The Financing Fee will be equal to the difference between the Contract Rate and the Company base rate of ("**Base Rate**"). The Base Rate may be adjusted by Company in Company's sole discretion based on changes to the "prime rate" at large U.S. money center banks as published by the Wall Street Journal from time to time, Company's cost of borrowing, or other Company internal business factors. Any adjustments to the Base Rate will be effective for all PFAs accepted after the new Base Rate is adopted by Company. All Financing Fees due and payable by Company to Customer will be calculated at the end of each month and paid out in accordance with this Section 12.
- 12.2. **Exceptions.** Company will not pay the Financing Fee in the following instances: (a) on any PFA that was not facilitated by Customer or accepted by Company pursuant to the terms contained in this Agreement; (b) on any PFA written on a personal lines insurance policy, defined as for personal, household or family purposes; (c) on any PFA where the insured resides in a state that prohibits or restricts the payment or compensation of agents or brokers for referring, originating, or facilitating a premium finance agreement; (d) on any PFA for a loan with an interest rate below the Base Rate; or (e) on any PFA that is paid in full or cancelled for which there is no finance charge revenue earned or collected in the current month.
- 12.3. **Offsets.** Company may offset any Financing Fees due to Customer for any losses on Customer's PFAs financed by Company that result in a deficiency balance that remains outstanding more than 60 days after cancellation or, if the loan is not cancelled prior to the maturity date, 60 days after the maturity date ("**Charge Offs**"). The collection of a deficiency balance will be processed pursuant to Company's internal collections policy. Company retains all rights

and discretion with respect to Company's collection practices. Customer is not entitled to any refund or adjustment if Company collects any Charge Offs after the 60-day period described above. Additionally, Company may offset, and Customer will be responsible to pay Company (promptly following Company's request) if insufficient amounts are available for such offset, any difference between the Base Rate and Contract Rate for a PFA if Customer has elected a Contract Rate lower than the Base Rate.

- 12.4. Cancellation, Return Premiums and Refunds. Upon an insured's default on a PFA, Company may in Company's business judgment and in accordance with the PFA and state and federal laws and regulations seek to cancel the insurance policy(ies) described in the PFA. If any such insurance policies are cancelled by the carrier and Company provides Customer notice of cancellation, Customer agrees, with respect to any cancelled insurance policy, to: (a) recognize Company's required date of cancellation as reflected on the notice of cancellation; (b) use the required date of cancellation to calculate any return premium (using either a standard pro rata calculation or short-rate calculation as decided by the insured's state's law); and (c) remit directly to Company or its financing partners any payments from its clients or refunds, including return premiums, from carriers or managing general agents, within fifteen (15) days following receipt or credit of such funds.
- 12.5. Surcharge Fee. In states where permissible the Company will impose a surcharge on credit cards that is not greater than the cost of acceptance. In accordance with state and card brand laws, any surcharge will be clearly and prominently disclosed before the processing of any insured payments.
- 12.6. Service Fees. Company reserves the right to charge a service fee directly to the insured in compliance with state and card brand regulations.

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Appendix 1-1
Customer Requirements

In order for a Premium Finance Agreement to be considered for financing by Company's financing partners, it must meet each of the following criteria. Customer acknowledges that it has verified the compliance with these requirements and warrants that all PFAs submitted for funding to Company's financing partners have met these criteria.

1. **PFA FORM.** Customer is on an approved PFA form, that is legal, valid, and binding to the insured, evidenced by only one originally executed PFA. Customer will deliver the PFA containing all required signatures to Company and/or its financing partners within 7 days of the policy effective date. Company and/or its financing partners will not finance any PFAs entered into more than 10 days after policy effective date without written authorization from Company and/or its financing partners.
2. **MINIMUM ANNUAL PERCENTAGE RATE.** The annual percentage rate stated in the PFA will not be less than the then-current Program Rate in accordance with Company's website rate table.
3. **FIRST PAYMENT DUE DATE AND LEVEL PAYMENTS.** Under no circumstance will the PFA provide for more than 10 level monthly payments that fully amortize the Amount Financed, unless approved in writing by Company and/or its financing partners prior to submission of the PFA.
4. **BASIS OF PREMIUM EARNED.** Each insurance policy premium financed is earned by the issuing insurance company not more rapidly than short-rate except as to a maximum of a 25% minimum earned in the case of surplus lines policy. No earned at writing premium or fully earned policy (or a policy that has a fully earned if a claim filed provision) will be submitted to Company and/or its financing partners for financing unless otherwise approved in writing by Company and/or its financing partners. Flood or Wind Only insurance can only be financed upon written approval of Company and/or its financing partners.
5. **PFA ORIGINATED IN NORMAL COURSE OF BUSINESS.** Each PFA will be originated within the normal course of business of the Customer and has no additional or undisclosed risk factors than the typical PFA.
6. **INSURED TO BE DOMICILED IN THE UNITED STATES OF AMERICA.** Each Insured and obligor under the PFA will be domiciled in the United States of America at the time of PFA origination.
7. **INFORMATION TRUE AND CORRECT.** All information shown on the PFA is true and correct as of the date of origination and includes all information required for the proper and lawful origination of such PFA.
8. **MINIMUM AND MAXIMUM AMOUNT.** The Amount Financed by any Insured will be not less than \$200; maximum amounts will be set by Company and/or its financing partners and programmed into the website rate table.
9. **ELIGIBLE INSURANCE COMPANY.** Only policies issued by eligible Insurance Companies will be considered for financing. An eligible Insurance company must have a minimum rating limit of not less than "B" by A.M. Best. Company and/or its financing partners may, from time to time, in its sole discretion, allow specific insurance company exceptions to the Insurance Company rating limit, as delivered in writing to the AGENCY.
10. **INSURED IN BANKRUPTCY OR RECEIVERSHIP.** Company and/or its financing partners cannot finance any insurance where the insured is in Bankruptcy or Receivership.
11. **DOWN-PAYMENT MINIMUMS AND MAXIMUM NUMBER OF PAYMENTS.** The following minimum down payments and maximum number of payments will be required unless Company and/or its financing partners have approved, in writing, any exceptions to the levels.
 - a. *Semi-Annual Policies:* 45%
 - b. *Commercial Policies:* Admitted carriers 20% (unless minimum earned is greater than 25%, then down payment will be no less than minimum earned)
 - c. *Commercial Policies:* surplus lines carriers 20% plus fully earned fees (unless minimum earned is greater than 25%, then down payment will be no less than minimum earned)
 - d. *Auto Policies:* determined by state
 - e. *Homeowners Policies (admitted carriers):* 15% with 10 payments

f. *Homeowners Policies*: surplus lines - 20% with 10 payments

12. **30-DAY NOTICE REQUIREMENTS.** If any policy has filing notice requirements, add an additional 5% to the down payment. If the requirement exceeds 30 days, special written approval is required from Company and its financing partner. The maximum number of payments on an annual policy is 10 and on a semi-annual policy is 4.
13. **ADDITIONAL PREMIUM DOWN PAYMENT SCHEDULE.** The following table shows the percentage of an additional premium Customer will pay based on the time elapsed since the effective date of policy down payment Required on existing PFA.

Days lapsed (since down payment):	Additional Premium:
0 – 29 days	25%
30 – 59 days	30%
60 – 89 days	40%
90 – 119 days	50%
> 120 days	Call for requirement

Addendum 2
Implementation Services

This Implementation Services Addendum (this "**Implementation Services Addendum**") is subject to, and hereby incorporated into, the Agreement. This Implementation Services governs any implementation services ("**Implementation Services**") identified in one or more Order Forms. If Customer has not ordered any Implementation Services, this Implementation Services Addendum will not apply.

1. **SERVICES.** Subject to the terms and conditions of the Agreement and this Addendum, Company will perform for Customer certain Implementation Services as part of the Services.
2. **PERFORMANCE STANDARD.** Company will perform the Implementation Services in accordance with the applicable Order Form, including any specifications in the Order Form. Company will use reasonable efforts to complete the Implementation Services, including the delivery of any deliverables, in accordance with the schedule of times and milestones specified in the Order Form, if any. The Implementation Services will be performed in a competent, professional, and workmanlike manner by qualified personnel in accordance with applicable laws.
3. **CHANGE ORDERS.** Unless otherwise specified in an Order Form, Customer may reasonably request in writing that revisions be made with respect to the Implementation Services or deliverables set forth in that Order Form ("**Change Order**"). If a Change Order recites revisions that materially increase the scope of the Implementation Services or the effort required to deliver deliverables under the applicable Order Form, then within 10 business days after Company's receipt of the Change Order, Company will deliver to Customer a written, revised Order Form reflecting Company's reasonable determination of the revised Implementation Services, deliverables, delivery schedule, and payment schedule, if any, that will apply to the implementation of the revisions. If Customer approves the revised Order Form, then the Parties will execute it, and upon execution, the revised Order Form will supersede the then-existing Order Form. If Customer does not approve the revised Order Form within ten business days after its receipt by Customer, the then-existing Order Form will remain in full force and effect, and Company will have no further obligation with respect to the applicable Change Order.
4. **COMPENSATION.** Customer will pay Company for Implementation Services on a time and materials basis at the rates set forth in an applicable Order Form. If no rates are set forth in the applicable Order Form, Customer will pay on Company's then-current rates.
5. **CUSTOMER MATERIALS.** Any materials provided by Customer to Company specifically for the Implementation Services ("**Customer Materials**") will be used and disclosed solely as required to perform the Implementation Services. Customer will own the Customer Materials as well as any derivatives or improvements of the Customer Materials developed or derived by Company. Company will take reasonable steps to maintain the confidentiality of any non-public Customer Materials that are marked as "Confidential". Upon the termination of this Agreement, or upon Customer's earlier request, Company will deliver to Customer all Customer Materials that are in Company's possession or control. Any claims from third parties arising out of or relating to Customer Materials will be deemed a Customer Claim under Section 8.3 of the General Terms. This obligation will survive any expiration or termination of the Agreement.

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Addendum 3
Access to SaaS Platform

This SaaS Addendum (this “**SaaS Addendum**”) is subject to, and hereby incorporated into, the Agreement. This SaaS Addendum governs Customer’s use of the Company’s payment operations platform (“**Platform**”). If Customer has not ordered access to the Platform, this SaaS Addendum will not apply.

1. **ACCESS AND USE.** Subject to the terms and conditions of the Agreement and this SaaS Addendum, Company hereby grants Customer a non-exclusive, non-transferable right to access and use the Platform during the Order Form Term for Customer’s internal use only as part of the Services. Company will provide to Customer the necessary passwords and network links or connections to allow Customer to access the Platform.
2. **SUSPENSION.** Notwithstanding anything to the contrary in this Agreement, Company may temporarily suspend Customer’s access to any portion or all of the Platform if: (a) Company reasonably determines that (i) there is a threat or attack on the Platform; (ii) Customer’s use of the Platform disrupts or poses a security risk to the Platform or to any other customer or vendor of Company; (iii) Customer, is using the Platform for fraudulent or illegal activities; (iv) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) Company’s provision of the Platform to Customer is prohibited by applicable law; (b) any vendor of Company has suspended or terminated Company’s access to or use of any third-party services or products required to enable Customer to access the Platform; or (c) if Customer fails to pay the Company accordance with this Agreement and such failure continues for more than 30 days (any such suspension described in subclause (a), (b), or (c), a “**Platform Suspension**”). Company will use reasonable efforts to provide written notice of any Platform Suspension to Customer and to provide updates regarding resumption of access to the Platform following any Platform Suspension. Company will use commercially reasonable efforts to resume providing access to the Platform as soon as reasonably possible after the event giving rise to the Platform Suspension is cured. Company will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that Customer may incur as a result of a Platform Suspension.
3. **AGGREGATED STATISTICS.** Notwithstanding anything to the contrary in this Agreement, Company may monitor Customer’s use of the Platform and collect and compile data and information related to Customer’s use of the Platform that is used by Company in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Platform (“**Aggregated Statistics**”). As between Company and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Company. Customer acknowledges that Company may compile Aggregated Statistics based on Customer Data input into the Platform. Customer agrees that Company may (a) make Aggregated Statistics publicly available in compliance with applicable law, and (b) use Aggregated Statistics to the extent and in the manner permitted under applicable law; provided that such Aggregated Statistics do not identify Customer or Customer’s Confidential Information.
4. **CUSTOMER RESPONSIBILITIES.** Customer is responsible and liable for all uses of the Platform resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Customer’s employees, consultants, contractors and agents who are authorized by Customer to access and use the Platform (“**Authorized User**”). Customer will use reasonable efforts to make all Authorized Users aware of this Agreement’s provisions as applicable to such Authorized User’s use of the Platform, and will cause Authorized Users to comply with such provisions. Any act or omission by an Authorized User would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Any claims from third parties arising out of or relating to an Authorized Users use of the Platform will be deemed a Customer Claim under Section 8.3 of the General Terms. This obligation will survive any expiration or termination of the Agreement.
5. **SERVICE LEVELS.** Company will use commercially reasonable efforts to provide 99% availability for the Platform during each calendar month during the Term except for: (a) planned down time, which Company will use reasonable commercial efforts to be outside of normal business hours (business days during 8:00 a.m. to 10:00 p.m., Pacific time) for which Company gives reasonable notice on its website(s), by email or otherwise that the Platform will be unavailable; or (b) down time caused by circumstances beyond Company’s reasonable control, including without limitation, a force majeure event, computer or telecommunications failures or delays involving hardware or software not within Company’s possession or reasonable control, and network intrusions or denial of service attacks.

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Addendum 4
Banking Services

This Banking Services Addendum (this “**Banking Services Addendum**”) is subject to, and hereby incorporated into, the Agreement. This Banking Services Addendum governs Customer’s use of the Company’s payment operations platform (“**Platform**”) and related bank depository, payment and money movement services (“**Banking Services**”) facilitated in part by our third-party banking partner (the “**Bank**”). If Customer has not ordered Banking Services and access to the Platform, this Banking Services Addendum will not apply.

1. **CUSTOMER RELATIONSHIP WITH BANK. Company is not a bank.** Company partners with the Bank to provide Banking Services to you. The Bank will provide the Banking Services to Customer and act as custodian of the funds in a bank deposit account established for the benefit of Customer (the “**Bank Account**”). Fees related to the Banking Services, if any, will be outlined in a fee schedule provided separately by the Company or the Bank. If the Company is providing Banking Services pursuant to an Order Form, Bank is an intended third party beneficiary of this Agreement.
2. **CUSTOMER RELATIONSHIP WITH COMPANY.** Customer hereby appoints Company to act as Customer’s agent for the purpose of the fulfillment of the Banking Services, including without limitation, to: (a) receive and provide notices and communications on Customer’s behalf; (b) maintain records of the Bank Account and transactions on the Bank Account; (c) authorize and direct the Bank to debit and credit accounts at other financial institutions; (iv) make individual transaction information available to Customers; (d) collect the information necessary to establish Customer’s interests in the Bank Account; (e) disclose such information to the Bank; and (f) take any other action that Company deems necessary or desirable to carry out the transactions constituting the Banking Services. Customer hereby authorizes the Bank to follow the instructions of Company (whether electronic, written or oral) and agrees that the Bank may completely rely on such instructions without further investigation or authorization.
3. **COMPANY RELATIONSHIP WITH BANK.** Customer acknowledges and agrees that Company provides certain services to and acts on behalf of the Bank, including without limitation marketing Banking Services, delivering communications on behalf of the Bank, collecting information from customers and authorizing, authenticating and completing transactions. Customer acknowledges and expressly agrees to Company acting as both Customer’s agent and as the agent for the Bank for purposes of this Agreement, including this SaaS Addendum, and the Banking Services. Customer hereby waives any conflict resulting from such relationships.
4. **BANK ACCOUNT.** The Bank has established a Bank Account for the benefit of Customer. Bank will hold title to all funds deposited in the Bank Account for the proportionate benefit of Customer as shown on the records maintained by Company and/or the Bank (or its third-party service provider), as applicable. The funds deposited in the Bank Account will be held in the name of the Bank, as custodian. Customer acknowledges and agrees that funds transferred into the Bank Account may be pooled and commingled with funds of Company and other Customers. The funds will be held in the Bank Account until such time as Customer directs a transfer from the Bank Account. By providing transfer information to Company, Customer authorizes Company, acting as its designated agent, to instruct the Bank to make transfers to and from the Bank Account.
5. **IDENTITY; COOPERATION.** Customer authorizes Company and Bank, directly or through third parties, to make any inquiries they consider necessary to validate Customer’s identity, including (a) asking Customer for further information; (b) requiring Customer to provide a taxpayer identification number and other information that will allow them to reasonably identify Customer; (c) requiring Customer to take steps to confirm ownership of your email address or financial accounts; (d) ordering a credit report of Customer, and (e) verifying Customer’s information against third-party databases or through other sources. The Bank reserves the right to close, suspend or limit access to the Banking Services in the event Company or Bank is unable to obtain or verify this information.
6. **DISCLAIMER.** THE BANKING SERVICES ARE PROVIDED “AS IS” AND WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. PLATFORM AND BANK SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Neither Bank nor Company guarantees continuous, uninterrupted or secure access to the Banking Services. Company and Bank will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but make no representations or warranties regarding the amount of time needed to complete processing because the Banking Services are dependent upon many factors outside of Company and Bank’s control, such as delays in the banking system or the U.S. or international mail service.

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