

EQUIIFI TERMS AND CONDITIONS

equipifi™ and Customer (each as defined in the Order Form between such parties) agree to be bound by these Terms and Conditions as of the Effective Date set forth in the Order Form for the equipifi Services (such Order Form and these equipifi Terms and Conditions are defined as the "**Agreement**").

1. Definitions. Capitalized terms used in this Agreement shall have the meaning set forth in this Section 1 or as otherwise defined in this Agreement or the Order Form.

1.1 "**Authorized User**" means Customer and its employees, consultants, contractors, and agents who are authorized by Customer to access and use the Service on behalf of the Customer.

1.2 "**Banking API**" means the software that equipifi makes available for purposes of permitting the Banking Core and Digital Banking systems to access, operate with, communicate with and use the Service, and any updates equipifi may make available to such software from time-to-time.

1.3 "**Banking Core**" means the Customer's core system that is utilized for banking purposes and any additional systems required to host and run the Banking API, as designated on the relevant Order Form.

1.4 "**Customer Data**" means Personal Data, information, data, End User loan documents and related documentation, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer, an Authorized User or End User through the Service.

1.5 "**Confidential Information**" means any information of either party that is marked or otherwise identified as confidential, or that based on the nature of the information or the circumstances of disclosure should reasonably be considered to be confidential, which the applicable party ("**Discloser**") protects against unrestricted disclosure to others, including any information about or concerning any third party that was provided to Discloser subject to a confidentiality obligation to such third party. equipifi's Confidential Information includes, but is not limited to: (i) the Services, Banking API, Documentation, (c) computer software (object and source codes), programming techniques and programming concepts, methods of processing, system designs embodied in the Services or Documentation; (iii) benchmark results, manuals, program listings, data structures, flow charts, logic diagrams, functional specifications, file formats; (iv) discoveries, inventions, concepts, designs, flow charts, documentation, product specifications, application program interface specifications, techniques and processes relating to the Services; (d) the research and development or investigations of equipifi; (v) product offerings, content partners, product pricing, product

availability, technical drawings, algorithms, processes, ideas, techniques, formulas, data, schematics, trade secrets, know-how, improvements, marketing plans, forecasts and strategies. Customer's Confidential Information includes, but is not limited to, Customer Data.

1.6 **"Digital Banking"** means the Customer's digital banking platform.

1.7 **"Documentation"** means any user manuals and training materials, but not advertising or promotional materials, provided by equipifi for use with the Services.

1.8 **"End User"** means the Customer's banking clients.

1.9 **"Financial Data Protection Laws"** means all applicable laws, regulations, and other legally-binding requirements in any jurisdiction relating to privacy, data protection, data security, breach notification, or the processing of Personal Data as required to make the Services available under this Agreement, including without limitation, solely to the extent applicable, The Fair Credit Report Act ("**FCRA**") and Gramm-Leach-Bliley Act, Pub. L. No. 106-102 (1999) and implementing regulations ("**GLBA**"). For the avoidance of doubt, if a party's activities involving Personal Data are not within the scope of a given Financial Data Protection Law, such law is not applicable for purposes of this Agreement.

1.10 **"Non-Public Information"** means personally identifiable financial information (a) provided by a consumer to a financial institution; (b) resulting from any transaction with the consumer or any service performed for the consumer; or (c) otherwise obtained by the financial institution.

1.11 **"Order Form"** means an Order Form signed by both parties that references this Agreement and contains a description of the Services and the commercial terms for Customer's purchase of the Services.

1.12 **"Personal Data"** means any data relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person or household. Personal Data includes Non-Public Information.

1.13 **"Sensitive Personal Data"** means Personal Data that reveals a consumer's social security, driver's license, state identification card, or passport number; account-log-in, financial account, debit card, or credit card number in combination with any required security or access code, password, or credentials allowing access to an account; precise geolocation; racial or ethnic origin; citizenship or immigration status; religious or

philosophical beliefs; union membership; mail, email, or text message content; or genetic data; or any personal information concerning a consumer's health or sexual orientation.

1.14 "**Services**" means the software as a service offering and implementation and other professional services described on the applicable Order Form.

1.15 "**Third Party Products**" means any third-party products provided with or incorporated into the Services.

2. Service Use and Access.

2.1 Access. Subject to and conditioned on Customer's payment of Fees and compliance with all other terms and conditions of this Agreement, equipifi hereby grants Customer the right to access and use the Services during each Subscription Term. Such use is limited to Customer's internal use necessary to offer the financial services made available via the Services to End Users. equipifi shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services. Customer and its Authorized Users will maintain the security and confidentiality of all user credentials and passwords.

2.2 Documentation. Subject to the terms and conditions contained in this Agreement, equipifi hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to reproduce and display for Customer's internal use any supporting Documentation, during each Subscription Term solely in connection with its use of the Service.

2.3 Service Level Agreement; Support Service. Subject to the terms of this Agreement, equipifi will use commercially reasonable efforts to provide the Services to Customer in accordance with the Service Level Agreement, available at <https://www.equipifi.com/service-level-agreement> ("**SLA**"). Subject to the terms of this Agreement, equipifi will use commercially reasonable efforts to provide Customer with reasonable technical support services in accordance with its standard practice and the SLA.

2.4 Use Restrictions. Customer shall not use the Service for any purposes beyond the scope of the access and use rights granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (a) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (b) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation other than to Authorized Users or End Users; (c) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services in whole or in part; (d) remove any proprietary notices from the Services or Documentation; (e) use the Services or Documentation 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; (f) allow anyone other than Authorized Users and End Users to access or use the Services; or (g) use or access the Services or Documentation for purposes of creating or marketing a similar or competitive solution with the Services, whether directly or indirectly; (h) tamper with, disable or attempt to disable any self-reporting technology contained in the Services or (i) if Customer purchases the Trustgrid Third Party Products ("**Trustgrid Products**") from equipifi, Customer may not use, combine, compile, or link the Trustgrid Products with any software that is subject to an open source license that requires, or purports to require, as a condition of use, modification, or distribution, that the code that is or could become subject to the license, be disclosed or distributed in source code form, or grants to others the right to modify or create derivative works of the code that is or could become subject to the open source license.

2.5 Security. equipifi shall maintain administrative, technical, and organizational security measures consistent with industry standards reasonably designed to protect Customer Data from unauthorized access, use, or processing. equipifi's security controls shall be consistent with industry standards and reasonable based on the nature of the data and information processed in the Services. Customer acknowledges that transmission of data over the Internet is never fully secure and equipifi cannot guarantee uninterrupted or completely secure transmission.

2.6 Information and Access. Customer agrees to provide all instructions, information and necessary access (which may include remote access) to software and computer systems, including access to Customer's Banking Core and Digital Banking systems via the Banking API, as reasonably requested by equipifi in order to provide the Services. equipifi is not responsible for default or delays caused by Customer's failure to provide such access or information.

2.7 Non-Exclusivity. The rights granted under this Agreement are non-exclusive. Nothing in this Agreement shall be construed to prevent or restrict equipifi in any manner from using or granting licenses to others for the use of the Services.

2.8 Suspension. equipifi may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (a) equipifi reasonably determines, in its sole discretion, that (i) there is a threat or attack on any of its Intellectual Property; (ii) Customer's or any Authorized User's use of the Services disrupts or poses a security risk to the Services or to any other person; (iii) Customer, or any Authorized User or End User, is using the Services for fraudulent or illegal activities or otherwise in breach of this Agreement; (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 becomes the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (v) equipifi's provision of the Services to Customer or any Authorized User is prohibited by applicable law; or (b) any vendor of equipifi has suspended or terminated equipifi's access to or use of any third-party services or products

required to enable Customer to access the Service (any such suspension a "**Service Suspension**"). equipifi shall use commercially reasonable efforts to inform Customer of any Service Suspension and to provide updates regarding resumption of access to the Service following any Service Suspension. equipifi shall use commercially reasonable efforts to resume providing access to the Service as soon as reasonably possible after the event giving rise to the Service Suspension is cured.

2.9 Changes to Services. equipifi reserves the right to amend the Services, and any other service or material it provides on or through the Services, in its sole discretion; provided such change does not materially reduce the features or functionality provided by the Services.

2.10 Marketing Collateral. equipifi may provide Customer with certain marketing collateral to use in its marketing and promotional efforts relating to the Services. Customer acknowledges that it is responsible for all images, content, and material used in its marketing and promotional campaigns, including without limitation any images, content, or materials added to equipifi's marketing collateral that Customer chooses to use ("**Customer Content**"). Customer represents and warrants to equipifi that it has all rights, authorizations, and consents necessary to use all Customer Content in its marketing campaigns.

3. Implementation and Professional Services.

3.1 Implementation and Professional Services. Customer may be required to purchase Implementation Services with the initial purchase of the Services, as set forth on an Order Form. The parties may agree that equipifi will provide additional consulting or professional services, which will be mutually agreed upon in an Order Form or separate statement of work ("**SOW**") executed in writing by both parties ("**Professional Services**"). Each Order Form and SOW is incorporated into this Agreement by reference.

3.2 On Site Work. Although work is normally performed remotely, equipifi will comply with and cause its personnel to comply with Customer's reasonable security regulations, working hours and policies while working on Customer's premises.

3.3 Subcontracting. equipifi may delegate any of its obligations under this Agreement to third-party subcontractors but will remain responsible for the performance of all obligations set forth in this Agreement by its subcontractors.

4. Customer Responsibilities.

4.1 Authorized User Restrictions. Customer is responsible for all uses of the Service and Documentation resulting from access provided by Customer, directly or indirectly, including all acts and omissions of its Authorized Users. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions applicable to such Authorized User's use of the Service and shall cause Authorized Users to

comply with such provisions. Customer acknowledges that each Authorized User account is personal to such Authorized User and agrees not to provide any other person with access to the Service or portions of it using any Authorized User's username, password, or other security information. equipifi will treat all actions through an Authorized User's account as if conducted by such Authorized User, whether or not such user had knowledge of the unauthorized use of his or her account. Customer agrees to notify equipifi immediately if it becomes aware of any unauthorized access to or use of any username or password or any other breach of security. Customer is responsible for providing all equipment, utilities and telecommunications facilities necessary for its Authorized Users and End Users to access and use the Service.

4.2 Customer Data Responsibility. Customer is solely responsible for keeping and maintaining its Customer Data and equipifi is not responsible for maintaining backup copies of such Customer Data. Customer represents and warrants that (a) Customer Data as provided to equipifi is complete and accurate for the purposes for which it is provided; and (b) it has complied with all applicable laws, including without limitation Financial Data Protection Laws, in collecting and providing Customer Data to equipifi. equipifi will make all loan documents, loan decisioning documentation and other relevant documentation ("**Loan Documents**") available to the Customer for one year from the date of loan acceptance. It is Customer's responsibility to retain all applicable Loan Documents in order to comply with any required retention periods or other applicable legal or regulatory requirements.

4.3 Third-Party Products. equipifi may from time to time make Third-Party Products available to Customer, which Third-Party Products may be embedded within the Service or separate from the Service. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions and the applicable flow through provisions. Customer hereby agrees to comply with any such Third-Party Product end user license agreement or other terms provided by equipifi.

4.4 Devices. The equipifi-managed Secure Connection (as described in the Order Form) is powered by either a TrustGrid™ virtual or hardware device ("**Device(s)**"). The type of Device is determined by the Customer. If the Order Form includes a hardware Device, the Device will be shipped to the Customer's designated address promptly after signature of the Order Form. equipifi provides the hardware Devices as-is, and will pass through to the Customer any available manufacturer's warranties. The Devices include software, the Customer's use of which is subject to the terms of this Agreement.

5. Fees and Payment.

5.1 Fees. Customer shall pay the fees for the Service as set forth on the applicable Order Form (the "**Fees**"). Any fees for Professional Services will be set forth in an Order Form or applicable SOW. Unless otherwise set forth on an Order Form or SOW, Fees payable for the Service will start upon the Effective Date and will continue until termination of the Order Form. All Fees are due within 30 days of the date of invoice. equipifi may adjust the Fees

upon no less than 60 days prior written notice; provided, however, Customer may elect to terminate this Agreement upon written notice prior to the end of such 60 day period without penalty in the event that Customer refuses to accept such Fee adjustment.

5.2 Default Fees. If Customer fails to make any payment when due, without limiting equipifi's other rights and remedies, and such failure continues for 5 days or more, equipifi may suspend Customer's and its Authorized Users' access to any portion or all of the Service until such amounts are paid in full. Fees and expenses not paid when due will accrue interest from the date due until paid at an annual rate equal to 1.5% per month, or the highest rate permissible under applicable law, whichever is less. equipifi will, in addition to any other remedy available to it, be entitled to its cost of collections, including attorneys' fees, if an amount due remains outstanding for more than 30 days.

5.3 Fee Disputes. If Customer disputes all or some of the Fees, Customer must provide written notice to equipifi within 30 days of its receipt of the relevant invoice. The parties will use good faith efforts to resolve the fee dispute within a reasonable time, not to exceed 60 days from Customer's receipt of the disputed invoice.

5.4 Expenses. Professional Services and Implementation Services are typically provided remotely. If travel is necessary, Customer will reimburse equipifi monthly in arrears for its reasonable documented travel, telephone and other actual out-of-pocket expenses that Customer has pre-approved in writing relating to Professional Services. equipifi will maintain complete and accurate records related to such expenses and, upon Customer's request, will submit copies of such records.

5.5 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on equipifi's income.

6. Confidentiality.

6.1 Use of Confidential Information. Confidential Information of the Discloser shall not be reproduced by the receiving party in any form except as required to accomplish the intent of this Agreement. Any reproduction of any Confidential Information of the other shall remain the property of the Discloser and shall contain any and all confidential or proprietary notices or legends which appear on the original. With respect to the Confidential Information of the other, each party: (a) shall take commercially reasonable steps to keep all Confidential Information strictly confidential; and (b) shall not disclose any Confidential Information of the other to any person other than its bona fide individuals whose access is necessary to enable it to exercise its rights or otherwise perform its obligations hereunder and who are subject to confidentiality obligations substantially similar to those contained in this Agreement. Confidential Information of either party disclosed prior to execution of this Agreement shall

be subject to the protections afforded under this Section. Each party shall destroy or return the Confidential Information of the other party upon request.

6.2 Exceptions. The above restrictions on the use or disclosure of the Confidential Information shall not apply to any Confidential Information that: (a) is independently developed by the receiving party without use of or reference to the Discloser's Confidential Information, or is lawfully received free of restriction from a third party having the right to furnish such Confidential Information; (b) has become generally available to the public without breach of this Agreement by the receiving party; (c) at the time of disclosure, was known to the receiving party free of restriction; or (d) is required to be disclosed to governmental agencies having regulatory authority or other authority of the receiving party, or is required by a court order to be disclosed or to provide such Confidential Information, provided that receiving party shall use its best efforts, to the extent permitted by law to do so, to promptly give Discloser written prior notice to any disclosure under this clause (d) so that Discloser can seek a protective order.

6.3 Feedback. Customer or its employees or contractors may suggest or recommend changes, enhancements, or modifications to the Services or Documentation, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"). Feedback shall not constitute Customer's Confidential Information. equipifi is free to use such Feedback without any limitation, restriction, attribution, or compensation. Customer is not obligated to provide, and equipifi is not required to implement, any Feedback.

7. Representations and Warranties.

7.1 Mutual Warranties. Each party represents to the other party that such party has the power and authority to enter into this Agreement and that such party is not a party to any restrictions, agreements or understandings whatsoever which would prevent or make unlawful such party's acceptance of the terms set forth in this Agreement or such party's performance hereunder. Each party further represents that such party's acceptance of the terms of this Agreement and the performance of such party's obligations hereunder do not and will not (with the passage of time) conflict with or constitute a breach or default of any contract, agreement or understanding, oral or written, to which such party is a party or by which such party is bound.

7.2 equipifi Warranties. The Services performed by equipifi will (a) be performed in a timely, competent, professional and proficient manner, and (b) substantially conform to the Documentation and the SLA.

7.3 Disclaimer. EXCEPT AS PROVIDED IN SECTIONS 7.1 AND 7.2, THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND BY EQUIIFI, EITHER EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES MADE BY EQUIIFI IN THIS SECTION 7, EQUIIFI DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY WARRANTY OF ANY KIND (STATUTORY, EXPRESS OR IMPLIED), INCLUDING WITHOUT

LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, RESULTS OR EFFORTS. THERE IS NO WARRANTY THAT ANY INFORMATION, EQUIPFI'S EFFORTS, THE SERVICE, PROFESSIONAL SERVICES OR THE DOCUMENTATION WILL FULFILL ANY OF CUSTOMER'S PARTICULAR PURPOSES. EQUIPFI DOES NOT WARRANT THAT THE SERVICE, DOCUMENTATION, OR PROFESSIONAL SERVICES IT PROVIDES ARE ERROR FREE, WILL FUNCTION WITHOUT INTERRUPTION, WILL MEET ANY SPECIFIC NEED THAT CUSTOMER HAS OR THAT ALL DEFECTS WILL BE CORRECTED. TO THE EXTENT THAT A PARTY MAY NOT DISCLAIM ANY WARRANTY AS A MATTER OF LAW, THE SCOPE AND DURATION OF SUCH WARRANTY WILL BE THE MINIMUM PERMITTED UNDER SUCH LAW. CUSTOMER HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT.

7.4 Remedies. THE FOLLOWING ARE THE PARTIES' RESPECTIVE SOLE AND EXCLUSIVE OBLIGATIONS, AND SOLE AND EXCLUSIVE REMEDIES, WITH RESPECT TO ANY ACTION FOR BREACH OF LIMITED WARRANTY UNDER THIS AGREEMENT: (A) CUSTOMER'S REMEDY FOR NON-CONFORMING SERVICES SHALL BE THE RE-PERFORMANCE OF ANY DEFICIENT SERVICES AT EQUIPFI'S EXPENSE; OR (B) IF EQUIPFI IS UNABLE TO REMEDY ANY DEFICIENT SERVICES WITHIN 30 DAYS OF NOTICE OR SUCH ADDITIONAL TIME AS MAY BE AGREED UPON BY THE PARTIES, EQUIPFI WILL PROVIDE A PRO RATA CREDIT OR REFUND OF ANY FEES PAID FOR THE SPECIFIC NON-CONFORMING SERVICES.

7.5 Geographic Location. equipifi provides the Service for use only by persons located in the United States and makes no claims that the Service or any of its content is accessible or appropriate outside of the United States. Access to the Service may not be legal by certain persons or in certain countries. If Customer or an Authorized User accesses the Service from outside the United States, it does so on its own initiative and is responsible for compliance with local laws.

8. Liability Restrictions.

8.1 Exclusion of Certain Damages. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOSS OF INCOME, PROFITS, DATA, OPERATIONAL EFFICIENCY, USE OR INFORMATION, ARISING UNDER THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION OR THEORY OF RELIEF, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.2 Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL AMOUNT OF DIRECT DAMAGES RECOVERABLE FROM EQUIPFI UNDER THIS AGREEMENT IS LIMITED TO THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SERVICE AND/OR PROFESSIONAL SERVICE PURCHASED UNDER THIS AGREEMENT DURING THE TWELVE-MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8.3 Exceptions to Limitations of Liability and Damages. The foregoing shall not

apply to a Party's (a) indemnification obligations under Section 9, (b) losses arising from its gross negligence or willful misconduct, or (c) matters for which liability may not be limited or excluded as a matter of applicable law.

8.4 Limitation of Actions. Except for indemnification claims, or claims relating to a breach of confidentiality obligations or intellectual property infringement, in no event may any cause of action related to this Agreement be brought more than 2 years after the occurrence of the event giving rise to liability.

9. Indemnification.

9.1 equipifi Indemnification.

(a) equipifi shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("**Losses**") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, infringe or misappropriate such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies equipifi in writing of the claim, cooperates with equipifi, and allows equipifi sole authority to control the defense and settlement of such claim, provided that equipifi may not settle any Third-Party Claim against Customer unless Customer consents to such settlement, and further provided that Customer will have the right, at its sole cost, to defend itself against any such Third-Party Claim or to participate in the defense by counsel of its own choice.

(b) If a Third-Party Claim is made or appears possible, Customer agrees to permit equipifi, at equipifi's sole discretion and expense, to (i) modify or replace the Service or component or part thereof, to make it non-infringing, or (ii) obtain the right for Customer to continue use. If equipifi determines that neither alternative is reasonably available, equipifi may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer.

(c) Section 9.1(a) will not apply to the extent that the alleged infringement arises from: (i) use of the Services in combination with data, software, hardware, equipment, or technology not provided by equipifi or authorized by equipifi in writing; (ii) modifications to Services not made by equipifi; (iii) Customer Data; or (iv) Third-Party Products.

9.2 Customer Indemnification. Customer shall indemnify, hold harmless, and, at equipifi's option, defend equipifi from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights or rights of privacy, provided that Customer may not settle any Third-Party Claim against equipifi unless equipifi consents to such settlement, and further provided that equipifi will have the right, at its sole cost, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

9.3 Sole Remedy. THIS SECTION 9 SETS FORTH CUSTOMER'S SOLE REMEDIES AND EQUIPIFI'S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED, OR ALLEGED CLAIMS THAT THE EQUIPIFI SERVICE INFRINGES, MISAPPROPRIATES, OR OTHERWISE VIOLATES ANY INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.

10. Term and Termination.

10.1 Term. The term of this Agreement commences on the Customer's subscription date to the Service and continues for the term set forth on the Order Form (the "**Initial Term**"). After the Initial Term, the term of this Agreement shall automatically renew for successive 1 year periods unless either party provides no less than 90 days prior written notice of its intention not to renew (each, a "**Renewal Term**").

10.2 Termination. In addition to any other express termination right set forth in this Agreement:

(a) equipifi may terminate this Agreement, effective on written notice to Customer, if Customer: (i) fails to pay any amount when due hereunder, and such failure continues more than 15 days after equipifi's delivery of written notice thereof; or (ii) breaches any of its obligations under Section 2.4 or Section 6;

(b) Customer may terminate this Agreement pursuant to Section 5.1;

(c) either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach; or

(d) to the extent permitted by law, either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (iii) makes or seeks to make a general assignment for the benefit of its creditors; or (iv) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

10.3 Effect of Termination. Upon the termination or expiration of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, and authorizations granted under this Agreement will immediately terminate;

(b) Customer must pay to equipifi all fees and expenses accrued prior to the effective date of termination, including any and all Fees due hereunder;

(c) equipifi shall cease use of Customer Data and either return, or at Customer's written request, destroy all Customer Data from equipifi systems within 90 days following termination of this Agreement; provided that notwithstanding the foregoing, equipifi may retain Customer Data in its current state (i) to the extent required by applicable law, (ii) in its backups, archives, and disaster recovery systems until such Customer Data is deleted in ordinary course, and (iii) subject to its bona fide document retention policies; and

(d) Sections 2.4, 2.5, 5.3, 6, 7.3, 7.4, 8, 9, 10.3, 11, and 12 and any other provision of this Agreement that by its terms would survive shall survive the termination or expiration of this Agreement for any reason.

11. Intellectual Property and Data.

11.1 equipifi Intellectual Property. Customer acknowledges that, as between Customer and equipifi, equipifi and its licensors own all right, title, and interest, including all intellectual property rights, in and to the equipifi Intellectual Property, including without limitation, Aggregated Statistics. Except for the limited rights expressly stated in this Agreement, this Agreement does not grant any rights, implied, or otherwise, to equipifi's Intellectual Property, including its rights, title, and interest in and to the Services and the underlying software, and the Documentation. There are no implied licenses under this Agreement; any rights not expressly granted to Customer hereunder are reserved by equipifi. Customer shall not contest equipifi's ownership of the Services, nor shall Customer challenge the validity of equipifi's rights to the Services or Documentation.

11.2 Customer Data; Personal Data. As between equipifi and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to equipifi a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for equipifi to provide the Service to Customer, and a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. For the avoidance of doubt, in no event will equipifi sell any Customer Data to third parties or use such Customer Data for any other purposes outside of the direct relationship with Customer as set forth in this Agreement. To the extent that equipifi processes Customer Data that includes Personal Data, equipifi will process such Personal Data on behalf of Customer as a "data processor" or "service provider" of Customer, in connection with applicable data privacy laws, solely to perform its obligations under this Agreement, including to provide security, support, or technical services, as permitted by applicable law, or as expressly permitted by the Customer or an

End User. equipifi may share Personal Data with sub-processors in connection with the Services provided under this Agreement and Customer generally authorizes equipifi to engage and share Personal Data with subprocessors, provided that equipifi enters into binding contracts with such subprocessors including data privacy obligations as required by applicable law. Customer represents and warrants that it shall not provide any Sensitive Personal Data to equipifi through the Services.

11.3 Customer Responsibilities Regarding Personal Data. Customer agrees to: (a) maintain a publicly accessible privacy policy on its sites that satisfies all applicable transparency and notice requirements as required by Financial Data Protection Laws with respect to processing of Personal Data, and (b) provide initial and ongoing privacy notices as required by under GLBA.

11.4 Honoring Opt-Out Requests. The parties agree to share Personal Data to effectuate End User requests, as required by the GLBA. equipifi agrees to take commercially reasonable steps to honor the End User opt-out request in a timely fashion. For the avoidance of doubt, End Users may not opt out of service-related communications.

11.5 Aggregated Statistics. equipifi may create, generate, and use Aggregated Statistics for any lawful purpose. "**Aggregated Statistics**" means de-identified and anonymized sets of data derived from the data of multiple equipifi customers (including Customer Data) for the purpose of expressing that information in summary form. Aggregated Statistics do not include any Customer Confidential Information or any Personal Information relating to Customer, Users, Authorized Users, or other information that could reasonably identify or relate to a natural person or household.

12. General.

12.1 Governing Law; Venue and Jurisdiction. This Agreement shall be governed by the laws of the State of Delaware without regard for its choice of law provisions. Each party hereby irrevocably submits to the exclusive jurisdiction of the state and federal courts located within the State of Delaware, County of New Castle for the purposes of any proceedings arising out of this Agreement.

12.2 Modifying these Terms. equipifi reserves the right to modify these Terms and Conditions, at any time, by providing notice of such modified Terms and Conditions to Customer. equipifi will post the modified Terms and Conditions on the equipifi website and Customer will be notified via email or other notification through the website or Services of the modified Terms and Conditions at least 30 days prior to the effective date of the modified Terms and Conditions. The modified Terms and Conditions will be deemed accepted and become effective 30 days after the effective date of such notice unless Customer provides equipifi written notice of rejection of the modifications during such 30 day period. Customer's continued use of the Service following the effective date of the

modified Terms and Conditions and silence during the notice period will constitute Customer's consent and approval to the modified Terms and Conditions, which are incorporated into the Customer's Agreement with equipifi and replace the prior version of the Terms and Conditions in its entirety. If Customer provides equipifi with notice of its rejection of the modified Terms and Conditions, the prior version of the Terms and Conditions shall remain in effect, valid and binding on Customer, as incorporated into the Customer's Agreement.

12.3 Severability. The provisions of this Agreement are independent of and severable from each other. No provision shall be affected or rendered unenforceable by virtue of the fact that any one of more of the other provisions hereof may be unenforceable in whole or in part, unless the absence of such unenforceable provisions materially alters the right or obligations of either party. The parties will endeavor in good faith negotiations to replace any unenforceable provision with a valid provision.

12.4 Equitable Relief. The Parties acknowledge and agree that it is impossible to measure in money the damages that will accrue to a party hereto by reason of the other party's breach of Section 6, and that such a breach will cause irreparable harm to the non-breaching party. In addition to any other right or remedy available at law or in equity, the non-breaching party may apply to any court of competent jurisdiction for specific performance or injunctive relief to enforce or prevent any breach of Section 6 without posting a bond or other security.

12.5 Attorneys' Fees. The prevailing party in any action will be entitled to recover from the non-prevailing party its reasonable legal fees and expenses incurred in connection with the action.

12.6 Notices. All legal notices under this Agreement to equipifi must be delivered in writing by courier, electronic mail, or by certified or registered mail (postage prepaid and return receipt requested) to the address set forth in the Order Form. Notice will be deemed effective upon the earlier of actual receipt by the intended recipient or upon delivery by courier; acknowledgement of receipt by electronic transmission or 5 days after deposit with the U.S. Postal Service. Customer agrees that equipifi will provide notices and messages to it either within the Service or sent to the contact information in the Customer's account. Customer is responsible for providing equipifi with its most current e-mail address. If Customer has provided an invalid email, or such address is not capable of receiving notices, equipifi's dispatch of such email will nonetheless constitute effective notice.

12.7 Relationship of Parties. The Parties hereto are independent contractors. Nothing in this Agreement shall be deemed to create an agency, employment, partnership, fiduciary or joint venture relationship between the Parties. Neither party (nor any agent or employee of that party) is the representative of the other party for any purpose and neither party has the power or authority as agent, employee or in any other capacity to represent, act for, bind or otherwise create or assume any obligation on behalf of the other party for

any purpose whatsoever.

12.8 No Third-Party Beneficiaries. No party will be deemed as a third-party beneficiary to this Agreement.

12.9 Assignment. Neither this Agreement nor any rights or obligations hereunder may be assigned or delegated by Customer without the prior written consent of equipifi, which consent may not be unreasonably withheld. equipifi may assign this Agreement to an affiliate, or in connection with a change in control of all or substantially all of equipifi's assets or equity, without the written consent of the Customer. This Agreement shall be binding on and inure to the benefit any permitted successor or assign.

12.10 Force Majeure. Except for any payment obligations hereunder, any delay in or failure of performance by either party under this Agreement shall not be considered a breach of this Agreement and shall be excused to the extent caused by any occurrence beyond the reasonable control of such party including, but not limited to fires, floods, epidemics, pandemics, famines, earthquakes, hurricanes and other natural disasters or acts of God; regulation or acts of any civilian or military authority or act of any self-regulatory authority; wars, terrorism, riots, civil unrest, sabotage, theft or, other criminal acts of third-parties.

12.11 Waiver and Modifications. All waivers must be in writing. Any waiver or failure to enforce a provision of this Agreement on one occasion shall not be deemed a waiver of any other provision or such provision on any other occasion. Except as otherwise set forth in Section 12.2 of these Terms, this Agreement may only be amended by a written document signed by both Parties.

12.12 Publicity. equipifi may identify Customer as a customer in its marketing and promotional materials and may verbally disclose the fact that Customer is a customer in its discussions with potential customers.

12.13 Entire Agreement. This Agreement, including all Order Forms and Statements of Work hereto, constitutes the entire, final and exclusive agreement between the Parties regarding the subject matter hereof and supersedes all prior or contemporaneous, agreements, understandings and communications, whether, written and oral.

12.14 Exports. The Service utilizes software and technology that may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations. Customer shall not, directly or indirectly, export, re-export, or release the Service or the underlying software or technology to or make the Service or the underlying software or technology accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, rule, or regulation. Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or otherwise making the Service or the underlying software or technology available outside the U.S.