



SAAS

END-USER LICENSE AGREEMENT

This SaaS End-User License Agreement (“**Agreement**”) is a legal agreement between CashDirector US, Inc. which is headquartered in San Jose, California (“**CashDirector**”) and you, the licensed end-user (“**Licensee**” or “**User**” or “**you**”), to allow you and your Authorized Users, as defined below, to use CashDirector’s proprietary Solution, as defined below, and pursuant to the terms delineated herein. You and CashDirector are each a “**Party**” to this Agreement.

PLEASE READ THIS DOCUMENT CAREFULLY BECAUSE IT IS A LEGAL AGREEMENT TO WHICH YOU MUST GIVE YOUR AFFIRMATIVE CONSENT BY CLICKING THE “I CONSENT” BUTTON BEFORE YOU ACCESS CASHDIRECTOR’S PROPRIETARY SOLUTION. IF YOU DO NOT AGREE WITH THE TERMS BELOW, YOU WILL NOT BE ALLOWED TO USE CASHDIRECTOR’S TECHNOLOGY.

1. DEFINITIONS.

1.1 “**Access Credentials**” means the system of authentication requiring a combination of a unique username and a secure password created by the User. For new user registrations, authentication requires verification through a One-Time Password (OTP) sent to the User’s registered mobile phone number.

1.2 “**Accountant User**” means a Licensee who is a professional accountant or an accounting firm and is using the Solution to provide accounting services to clients.

1.3 “**Aggregated Statistics**” means data and information related to User’s behavior on the Solution platform and use of the Solution, which are used by CashDirector in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Solution.

1.4 “**Authorized User**” means any employee, agent, independent contractor, or representative of Licensee who uses the Solution under Licensee’s control and supervision pursuant to Licensee’s License in this Agreement, and for whose individual actions in Using the Solution Licensee is responsible and fully liable. The definition of Authorized User extends to and includes any Client User of an Accountant User.

1.5 “**Client Data**” means information, data, and other content, including bank statements and financial records, in any form or medium, that are submitted, posted, or otherwise transmitted through the Solution by or on behalf of Licensee or an Authorized User of Licensee.

1.6 “**Client User**” means a client of an Accountant User who has been invited to use the Solution by their Accountant User and so is an Authorized User of the Accountant User.

1.7 “**Credit**” means a unit of measurement for using the Solution: one Credit corresponds to the processing of one bank statement for one calendar month containing up to 100 transactions.

1.8 “**Documentation**” means any user-manual, instructional material, or technical documentation and specifications that relate to the use and operation of the Solution and that CashDirector provides to Licensee.

1.9 “**Intellectual Property**” means any created or developed technology, patentable subject matter, invention, process, form of matter, device, machine, software, source or object code, copyrightable work, document, written work, drawing, graphical work, created work in an electronic medium, symbol, logo, slogan, design, trademark, service mark, trade name, trade dress, trade secret, know-how, proprietary and confidential information, or any other form of creativity which takes form in a tangible medium of expression and is protected and enforceable under any Intellectual Property Rights (defined below) recognized in any jurisdiction throughout the world.

1.10 “**Intellectual Property Rights**” means all rights of ownership or enforcement in any Intellectual Property now held or hereafter created or acquired by a party, regardless of whether arising under the laws of the United States, under the laws of any other jurisdiction throughout the world, or under any international treaty for (i) all classes or types of patents, including, without limitation, utility models, utility patents and design patents, patent applications and disclosures, and any extensions in any jurisdiction throughout the world; (ii) all copyrights, all ancillary and sub-rights of copyright, and all moral rights in both published and unpublished works, and all corresponding registrations and applications therefor in any jurisdiction throughout the world; (iii) all trademarks and service marks and trade names, and all corresponding registrations and applications therefor in any jurisdiction throughout the world; and (iv) all know-how, trade secrets, and confidential, technical and non-technical information created or acquired by a Party.

1.11 “**Portal**” means CashDirector’s secure website at portal.cashdirector.us through which Licensee can purchase a Credit Package to the Solution and also access the Solution.

1.12 **“Solution”** means CashDirector's software-as-a-service platform, which is available through the Portal, and which processes bank statements and credit card statements using AI/ML technologies, pre-categorizes transactions, enables user interactions, and generates financial summaries for tax preparation purposes. The definition of the Solution also includes any services provided by CashDirector in exercising the functionality of the Solution and all proprietary technology of any kind owned by CashDirector and provided to Licensee under this Agreement, including any downloadable software tools (if any), and any connector products and/or APIs owned by CashDirector. This definition of Solution excludes any Third Party Software and Open Source Software (each as defined below).

1.13 **“Credit Package”** means a predefined set of Credits purchased by the Licensee for using the Solution. Credits expire 90 days from the date of purchase.

1.14 **“Supplemental Terms”** means any additional terms and conditions that are part of Licensee's License and which govern Licensee's Use of the Solution in accordance with a particular Tier (defined below). Supplemental Terms are incorporated into and made part of this Agreement.

1.15 **“Use”** of the Solution means any action of logging on, executing, uploading, downloading, accessing, or any other use of the Solution in any manner whatsoever, including, but not limited to, displaying the Solution on a monitor screen, or temporarily downloading the Solution in whole or in part in the main or auxiliary memory of a personal computer or other storage device.

2. LICENSE GRANT.

2.1 **Solution License.** Subject to the terms and conditions of this Agreement, and all of the applicable obligations in the subsections of this Section 2 (some obligations are applicable only to Accountant Users and their Authorized Users who are Client Users), CashDirector grants Licensee a nontransferable, nonexclusive license to Use the Solution, in executable object code format only, solely in accordance with the terms of This Agreement, solely in accordance with any Documentation provided by CashDirector, (“**License**”).

2.2 **Payment Terms.** Licensee's License to Use the Solution is dependent on the availability of active Credits. Licensee may use the Solution to its full functionality only if there are active Credits in the account. In the absence of active Credits, Licensee may continue to access all non-data processing functionalities of the Solution, excluding features such as data extraction, automatic pre-categorization of bank or credit card statement data, or other automated processing functionalities. Credits expire 90 days after the purchase date. Access to

the Solution will be suspended 90 days after the depletion of all active Credits unless additional Credits are purchased.

2.3 **Authorized Users and Authorized User Agreements.** Licensee understands, acknowledges, and agrees that Licensee is fully responsible and liable for the Use of the Solution by Licensee's Authorized Users, including, if Licensee is an Accountant User, any Authorized Users who are Client Users. To that end, Licensee undertakes to ensure that any Authorized User who is not an employee of Licensee (such as, for example, a Client User of an Accountant User) shall execute a written agreement (an “**Authorized User Agreement**”) in which such non-employee Authorized User expressly promises to comply with the Use restrictions under this Agreement, and this Agreement shall be incorporated by reference into all Authorized User Agreements. In addition, Licensee hereby agrees to promptly provide CashDirector with proof of execution of any Authorized User Agreement requested by CashDirector within 14 days of its receipt of any written request for such proof by CashDirector. LICENSEE UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT ITS FAILURE TO REQUIRE A NON-EMPLOYEE AUTHORIZED USER TO EXECUTE AN AUTHORIZED USER AGREEMENT PREPARED BY LICENSEE AND INCORPORATING THIS AGREEMENT BY REFERENCE SHALL NOT IN ANY WAY LIMIT OR REDUCE LICENSEE'S LIABILITY TO CASHDIRECTOR FOR ANY BREACH OF THIS AGREEMENT OR ANY IMPROPER OR UNAUTHORIZED USE OF THE SOLUTION BY NON-EMPLOYEE AUTHORIZED USER.

2.4 Security and Authentication Requirements.

Licensee acknowledges that, for enhanced security, the Solution requires Users to create a unique username and a secure password during registration. The registration process includes verification via a One-Time Password (OTP) sent to the User's registered mobile phone number.

To maintain the security of the Solution, Licensee understands, acknowledges, and agrees that:

- (a) Licensee must create and use a password that is sufficiently strong, including a combination of uppercase and lowercase letters, numbers, and special characters, and must regularly update the password to maintain security.
- (b) Licensee is fully responsible and liable for maintaining the confidentiality of their Access Credentials.
- (c) Licensee must not share their username or password with any other person or entity.
- (d) Licensee must immediately notify CashDirector if Licensee becomes aware of or suspects any unauthorized access to their account or if the security of their credentials has been compromised.

2.5 License Management. Licensee acknowledges and agrees that the Solution may utilize a License management technology which enables use of the Solution by Licensee in accordance with the restrictions provided by This Agreement and any additional restrictions deemed necessary by CashDirector in its sole discretion and judgment. Licensee understands, acknowledges, and agrees that the License management technology may prevent or restrict additional logins, availability of certain functionality, processing of additional Client Data, or setup of new Authorized Users until Licensee purchases a Credit Package.

2.6 License Restrictions. The License is granted to Licensee subject to all of the Use restrictions delineated in this Agreement. Accordingly, Licensee understands, acknowledges, and agrees that Licensee shall not, and shall not allow any third party to: (a) decompile, disassemble, or otherwise reverse engineer the Solution or attempt to reconstruct or discover any source code, underlying ideas, algorithms, file formats or programming interfaces of the Solution by any means whatsoever (except and only to the extent that applicable law prohibits or restricts reverse engineering restrictions, and then only with prior written notice to CashDirector); (b) distribute, sell, sublicense, rent, or lease the Solution or the Documentation (or any portion thereof) or attempt to distribute, sell, sublicense, rent, or lease the Solution or the Documentation (or any portion thereof); (c) use the Solution or the Documentation (or any portion thereof) for any purposes not expressly permitted under this Agreement; (d) remove any product identification, proprietary, copyright or other notices contained in the Solution or the Documentation (including any reports or data printed or exported from the Solution); (e) modify any part of the Solution or the Documentation, create a derivative work of any part of the Solution or the Documentation, incorporate the Solution into or with other software, or use the Solution (or any part thereof) to provide any product or service to a third party, except to the extent expressly authorized in writing by CashDirector; (f) publicly disseminate performance information or analysis from any source relating to the Solution.

2.7 Behavior of Licensee and its Authorized Users. The License is granted to Licensee subject to all of the behavioral restrictions delineated in this Agreement. Accordingly, Licensee hereby understands, acknowledges, and agrees that Licensee and its Authorized Users will not do any of the following: alter, modify, edit, amend, abridge, add to, delete from, adapt, repackage, or change any of the Solution in whole or in part; and/or remove any proprietary notices of copyright or trademark ownership, any watermarking, or any other proprietary notices or language referring to CashDirector's ownership of the Solution; and/or copy, reproduce, publish, distribute, or redistribute any of the

Solution, in whole or in part, to any person who is not authorized to use the Solution pursuant to this Agreement; and/or attempt to sell, resell, lend, lease, license, sublicense, assign, or otherwise transfer or attempt to transfer the Solution, any rights granted under this Agreement, or any intellectual property rights owned by CashDirector, to any other person or entity; and/or provide any other person or entity access to the Solution by means of Licensee's username and/or Licensee's password; and/or attempt to lend, lease, license, sublicense, transfer, assign, sell, or resell Licensee's username(s) and password(s) to any other person or entity; and/or decompile, disassemble, translate or reverse engineer any portion of the Solution, or otherwise discover or duplicate any technology, routines, computer code, algorithms, methods or underlying ideas or designs or user interface techniques included in any portion of the Solution; and/or, except as authorized under the License, monitor, gather, copy, or distribute any content or data included in the Solution by using any robot, rover, "bot," spider, scraper, crawler, spyware, engine, device, software, extraction tool, or any other automatic device, utility, or manual process of any kind; and/or insert any code or product to manipulate the Solution in any way; and/or make or attempt to make any commercial use or exploitation of the Solution; and/or circumvent, disable or otherwise interfere with the security features of the Solution, or any features that prevent or restrict use or copying of any portion of the Solution; and/or use the Solution to collect or harvest any personally identifiable information ("PII"), including usernames and passwords of others; and/or use the Solution to create multiple accounts under false or fraudulent pretenses; and/or use the Solution to create or transmit unsolicited electronic communications; and/or use the Solution to transmit any harmful code sequence or routines; and/or use the Solution to violate the security of any computer network, to crack passwords or security encryption codes, or to transfer or store illegal material; and/or claim the Solution as Licensee's property, Licensee's creation, or Licensee's work of authorship, in whole or in part; and/or contest or dispute CashDirector's ownership of the Solution, all Intellectual Property inherent in the Solution and all Intellectual Property Rights invoked by or applicable to the Intellectual Property inherent in the Solution; and/or use the Solution after the termination date of this Agreement; and/or use the Solution, in whole or in part, in any manner not authorized by this Agreement. LICENSEE HEREBY ACKNOWLEDGES, AND AGREES THAT ANY VIOLATION OR SUSPECTED VIOLATION OF THE FOREGOING LICENSE RESTRICTIONS BY LICENSEE OR ONE OF ITS AUTHORIZED USERS MAY CONSTITUTE GROUNDS ON WHICH CASHDIRECTOR MAY, IN ITS ABSOLUTE AND SOLE DISCRETION, IMMEDIATELY SUSPEND OR TERMINATE LICENSEE'S LICENSE TO USE THE

SOLUTION, IN ADDITION TO ALL OTHER REMEDIES AVAILABLE TO CASHDIRECTOR.

2.8 Special Obligations of Accountant Users.

Under some Subscription Tiers, CashDirector may offer additional premium features to Client Users (such as invoice generation, payment processing, bill payment services, etc.) for additional fees under separate agreements. Accordingly, to facilitate the Use of the Solution by Client Users of Accountant Users, each Accountant User is responsible for (a) managing its relationships with its Client Users; (b) ensuring that its Client Users understand the Use and scope of any free-of-charge and premium features of the Accountant User's Subscription Tier; (c) maintaining appropriate confidentiality of the Client Data of its Client Users; (d) preparing a standard Authorized User Agreement template which incorporates this Agreement by reference; and (e) ensuring that each of its Client Users executes its Authorized User Agreement before accessing the Solution pursuant to such Accountant User's Subscription. EACH AND EVERY ACCOUNTANT USER UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT ITS FAILURE TO REQUIRE A CLIENT USER TO EXECUTE AN AUTHORIZED USER AGREEMENT PREPARED BY SUCH ACCOUNTANT USER SHALL NOT IN ANY WAY LIMIT OR REDUCE SUCH ACCOUNTANT USER'S LIABILITY TO CASHDIRECTOR FOR ANY BREACH OF THIS AGREEMENT OR ANY IMPROPER OR UNAUTHORIZED USE OF THE SOLUTION BY A CLIENT USER WHO ACCESSES THE SOLUTION PURSUANT TO ACCOUNTANT USER'S SUBSCRIPTION.

2.9 Third-Party and Open Source Software. The Solution may be distributed with or contain or use certain third-party proprietary software ("**Third-Party Software**") and certain "open source software" or "free software" ("**Open Source Software**"), which may be identified in the Documentation, or, if not so identified, CashDirector shall provide a list of such Third-Party Software and Open Source Software and copies of their governing licenses, upon request. Such Third-Party Software and Open Source Software (i) are not subject to the terms and conditions of Sections 2.1 (Solution License) or 8 (Indemnification) and (ii) are licensed under the terms of the end-user license that accompanies such software. Nothing in this Agreement limits Licensee's rights under, or grants Licensee rights that supersede, the terms and conditions of any applicable end user license for the Third- Party Software and Open Source Software. If required by any license for particular Open Source Software, CashDirector makes such software, and CashDirector's modifications to that Open Source Software, available by written request.

2.10 Support. CashDirector shall provide support and maintenance services for the Solution to Licensees with active Credits. Support may include assistance with

functionalities that do not require active Credits; however, issues related to data processing and automation will require the Licensee to purchase new Credits if none are active.

2.11 Audit Rights. Licensee understands, acknowledges, and agrees that CashDirector may, at its expense, audit Licensee's use of the Solution. Any such audit shall either be conducted by means of remote access from a CashDirector location or on-site during regular business hours at Licensee's facilities, and shall not unreasonably interfere with Licensee's business activities.

2.12 Responsibility for Client Data. Licensee understands, acknowledges, and agrees that Licensee is entirely responsible and liable for safeguarding the security, secrecy, confidentiality, and integrity of Client Data in and during all of Licensee's Use of Client Data in the Solution.

3. PROPRIETARY RIGHTS.

a. The Solution and Third Party Software are licensed and not sold to Licensee. CashDirector and its suppliers exclusively own all Intellectual Property inherent in the Solution and all Intellectual Property Rights applicable to or invoked by such Intellectual Property in the Solution, and any modifications, improvements, enhancements, customizations, or derivative works of the Solution. No title or ownership to the Solution passes under this Agreement, and all rights not expressly granted to Licensee in this Agreement are reserved by CashDirector. Licensee may provide suggestions or improvements to CashDirector in connection with this Agreement ("**Feedback**"). Licensee acknowledges and agrees that CashDirector shall have a royalty-free, worldwide, transferable, sublicensable, irrevocable, perpetual license to use or incorporate into the Solution any such Feedback.

b. As between CashDirector and Licensee, Licensee retains all rights, title, and interests in and to Client Data, including all Intellectual Property inherent in Client Data and all Intellectual Property Rights invoked by or applicable to Client Data. Licensee hereby grants to CashDirector a non-exclusive, royalty-free, worldwide license to use, reproduce, and process Client Data solely to provide the services and features of the Solution for Licensee's Use.

4. PAYMENT

4.1 Fees. Access to the Solution by Licensee and its Authorized Users, and the exercise of the License by Licensee, requires Licensee to be current and fully paid up in regard to all License fees due pursuant to the Supplemental Terms of Licensee's Subscription

4.2 Invoicing and Payment. Fee payment shall be made in accordance with Licensee's Credit Package purchase. Credits are purchased as a prepaid unit, and

payments are due at the time of purchase. Credits are non-refundable and must be used within 90 days from the date of purchase. Expired Credits cannot be reinstated.

Payment for Credits is due and owing to CashDirector regardless of whether Licensee bills or receives payment from Licensee's clients.

4.3 Taxes. Fees are exclusive of taxes. Licensee will pay all taxes (except for CashDirector's income taxes) and other government imposed fees or assessments arising out of or related to Licensee's use of the Solution.

5. TERM AND TERMINATION.

5.1 Term. The term of this Agreement shall commence on the date on which Licensee purchases Credits and shall remain active as long as the Licensee has active Credits or within 90 days following the depletion of all Credits. If no Credits are purchased within 90 days following depletion, access to the Solution will be suspended, except for non-data processing functionalities.

5.2 Termination. CashDirector may terminate this Agreement for any reason, including convenience, by providing reasonable advance notice to Licensee. CashDirector may terminate this Agreement immediately with or without notice to Licensee in the event that Licensee or any Authorized User of Licensee materially breaches any of the terms of this Agreement, as determined by CashDirector in CashDirector's sole discretion and judgment. Termination of this Agreement shall not relieve Licensee of its obligation to pay all fees owed by Licensee under the terms of Licensee's Subscription Agreement.

5.3 Effects of Termination. Upon expiration or termination of this Agreement for any reason, (a) all licensed rights granted in this Agreement, including Licensee's right to exercise the License, will immediately cease; (b) Licensee and all of Licensee's Authorized Users will promptly discontinue all use of the Solution and Documentation and return to CashDirector any Confidential Information in Licensee's possession or control; and (c) CashDirector shall return or destroy all Data in its possession.

6. WARRANTY DISCLAIMERS. The Solution is provided by CashDirector "as is" and "as available." CashDirector makes no warranties or representations in regard to the Solution. CASHDIRECTOR AND ITS SUPPLIERS OR LICENSORS HEREBY DISCLAIM ALL WARRANTIES FOR THE SOLUTION, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. LICENSEE AGREES THAT NEITHER CASHDIRECTOR NOR ITS SUPPLIERS OR LICENSORS MAKES ANY WARRANTY THAT THE

SOLUTION WILL BE ERROR FREE, OPERATE WITHOUT INTERRUPTION OR WILL FULFILL ANY OF LICENSEE'S PARTICULAR NEEDS, PURPOSES, PLANS, DESIRES OR, EXPECTATIONS. LICENSEE UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT CASHDIRECTOR AND ITS SUPPLIERS (IF ANY) PROVIDE THE SOLUTION ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND THAT CASHDIRECTOR MAKES NO WARRANTY OR REPRESENTATION THAT CLIENT DATA WILL BE ABSOLUTELY SECURE, AND NO WARRANTY OR REPRESENTATION THAT LICENSEE MAY USE THE SOLUTION WITHOUT RISK THAT CLIENT DATA WILL BE LOST, CORRUPTED, COMPROMISED, OR DISCLOSED WITHOUT LICENSEE'S AUTHORIZATION. LICENSEE UNDERSTANDS, ACKNOWLEDGES, AND AGREES THAT LICENSEE BEARS ALL RESPONSIBILITY FOR THE INTEGRITY OF CLIENT DATA AND THAT LICENSEE IS USING THE SOLUTION AT LICENSEE'S OWN RISK. CashDirector provides no warranties with respect to Third Party Software and Open Source Software. Licensee shall have the benefit of any third-party warranties, service agreements and infringement indemnities contained in the purchase agreements or licenses applicable to the Third-Party Software and Open Source Software.

7. LIMITATION OF LIABILITY. EXCEPT FOR EXCLUDED CLAIMS (DEFINED BELOW), NEITHER PARTY (NOR ITS SUPPLIERS OR LICENSORS) SHALL BE LIABLE FOR ANY LOSS OF USE, LOSS OF DATA, FAILURE OF SECURITY MECHANISMS, INTERRUPTION OF BUSINESS, OR ANY INDIRECT, SPECIAL, INCIDENTAL, RELIANCE, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING LOST PROFITS), REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES IN ADVANCE. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, CASHDIRECTOR'S AND ITS SUPPLIERS' ENTIRE LIABILITY TO LICENSEE SHALL NOT EXCEED THE LESSER OF (a) THE AMOUNT ACTUALLY PAID BY LICENSEE TO CASHDIRECTOR FOR CREDITS DURING THE PRIOR TWELVE (12) MONTHS UNDER THIS AGREEMENT, or (b) ONE HUNDRED (\$100.00) DOLLARS. CashDirector shall not be held liable for the expiration or non-utilization of Credits. CashDirector shall not be held liable for any unauthorized access or misuse of the Solution resulting from weak or compromised passwords chosen by the Licensee or their Authorized Users. "Excluded Claims" means any claim arising from a breach of Section 2 or any of its subsections, or of Section 10 (Confidentiality). The Parties agree that the limitations specified in this Section will survive and apply even if any

limited remedy specified in this Agreement is found to have failed of its essential purpose.

8. INDEMNIFICATION.

8.1 Licensee's Indemnification Obligation.

Licensee shall indemnify and hold harmless CashDirector, its officers, directors, employees, agents, representatives, and licensors from, and, at Licensee's expense, shall defend CashDirector against, any loss, damage or expense (including reasonable and directly related legal costs) that CashDirector incurs or becomes liable for as a result of (a) any breach by Licensee, by any of its Authorized Users, or by its agents, representatives, or others for whom Licensee is responsible, of any of the terms of this Agreement; (b) any negligent, reckless or willful act or omission by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible; (c) any failure by Licensee, or by any of its Authorized Users or by its agents or others for whom Licensee is responsible, to comply with applicable laws in performing under this Agreement; (d) any unauthorized or inappropriate Use by Licensee, or by any of its Authorized Users or by its agents or others for whom Licensee is responsible, of the Solution or of the Documentation; or, (e) any claim made against CashDirector by any third party for which CashDirector is not liable under this Agreement, and which arises as a consequence of use of the Solution by Licensee or by any of its Authorized Users or by its agents or others for whom Licensee is responsible. Licensee shall reimburse CashDirector for its expenses under this Section as they are incurred. CashDirector shall have the right, at its own expense, to participate in the defense of any claim, action or proceeding against which it is indemnified hereunder. Licensee, in the defense of any such claim, action, or proceeding arising under this Section shall not, except with the written consent of CashDirector obtained in advance, enter into any settlement which adversely affects CashDirector's rights or which does not include, as an unconditional term, a release granted to CashDirector of all liabilities in respect of such claim, action or proceeding.

8.2 CashDirector's Indemnification Obligation.

CashDirector shall indemnify, defend and hold Licensee harmless against any claim or action brought by a third party against Licensee to the extent based upon any claim that the Solution infringes the Intellectual Property Rights of such third party. Licensee shall promptly notify CashDirector in writing of any such claim, give CashDirector full authority and control of the settlement and defense of the claim, and fully cooperate with CashDirector in the defense of such claim. CashDirector shall have no obligation to Licensee under this Agreement for any claim that arises from: (a) any modification to the Solution made by anyone other than

CashDirector; (b) any Use by Licensee of the Solution other than as specified in this Agreement or in the Documentation (including on any hardware configuration other than the Equipment); or (c) any loss, corruption, destruction, or unauthorized disclosure of Client Data. If a third-party claim for infringement arises, or in CashDirector's reasonable opinion is likely to arise, CashDirector may at its own expense obtain for Licensee the right to continue using the Solution, may modify the Solution to make it non-infringing, or may substitute other software and hardware of similar capability and functionality. If none of the foregoing options are reasonably available to CashDirector, CashDirector may terminate this Agreement and refund to Licensee the fees paid, less the fees for Licensee's use of the Solution prior to such termination. THIS SECTION STATES THE ENTIRE INDEMNIFICATION OBLIGATION OF CASHDIRECTOR AND LICENSEE'S EXCLUSIVE REMEDIES WITH RESPECT TO ANY CLAIMS OF INFRINGEMENT OR PROPRIETARY RIGHTS VIOLATIONS BROUGHT AGAINST LICENSEE AND FOR WHICH LICENSEE MAY SEEK INDEMNIFICATION.

9. CONFIDENTIALITY. "Confidential Information"

means any and all information related to CashDirector's business that is labeled or identified as "confidential" or "proprietary"; or otherwise is of such a type or disclosed in such a way that a reasonable person would understand that the information disclosed is confidential or proprietary, including, without limitation, software, source code and specifications, trade secrets, development plans, content, technical information, business forecasts and strategies, and information regarding personnel, customers and suppliers. Without limiting the foregoing, the Solution and Documentation are the "Confidential Information" of CashDirector. Licensee agrees (i) to hold in confidence and protect such Confidential Information from dissemination to, and use by, any third party by using the same degree of care, but no less than a reasonable degree of care, as the receiving party uses to protect its own Confidential Information of a like nature against unauthorized dissemination and use, (ii) not to disclose such Confidential Information to any third parties, except as described herein and (iii) not to use any Confidential Information except for the purposes of this Agreement. With the advance written permission of CashDirector, Licensee may disclose CashDirector's Confidential Information to its responsible employees and contractors with a bona fide need to know, but only to the extent necessary to carry out the purposes of this Agreement, and only if such employees and contractors are subject to a nondisclosure agreement sufficient to protect CashDirector's Confidential Information hereunder. The restrictions set forth in this section will not apply to any Confidential Information that Licensee can demonstrate by a preponderance of evidence (a) was known to it prior to its disclosure; (b) is or becomes publicly known through no

wrongful act of Licensee; (c) has been rightfully received from a third party authorized to make such disclosure without restriction; (d) is, by clear and convincing evidence in the possession of Licensee, independently developed by Licensee without reference to CashDirector's Confidential Information. The parties agree that a breach of this section may cause CashDirector irreparable damage which money cannot satisfactorily remedy and therefore, the parties agree that in addition to any other remedies available at law or hereunder, CashDirector shall be entitled to seek injunctive relief for any threatened or actual unauthorized disclosure.

10. **PUBLICITY.** CashDirector may use Licensee's name, logo and marks to identify Licensee as a customer of CashDirector on CashDirector's website and other marketing materials.

11. **U.S. GOVERNMENT END USERS.** The Solution is a "commercial item" as that term is defined at 48 C.F.R. 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. 12.212. The Solution is provided to any federal, state or local government agency only subject to the terms of this Agreement and such additional terms as are agreed by the Parties in a properly executed writing and that are consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 227.7202-4.

12. **NO INJUNCTION.** Licensee acknowledges that any breach of this Agreement by CashDirector shall be fully remediable by an action for monetary damages. Accordingly, Licensee hereby waives any right to obtain a temporary or permanent injunction against Licensee and/or Licensee's right to provide the Solution.

13. **FORCE MAJEURE.** CashDirector shall not be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, riots, fires, flood, storm, explosions, terrorism, war, governmental action, epidemics, pandemics, or any other cause which is beyond the reasonable control of CashDirector.

14. **GOVERNING LAW AND DISPUTE RESOLUTION.** This Agreement will be governed by and construed under the laws of the State of Illinois without regard to its conflict of laws provisions and without regard to the United Nations Convention on the International Sale of Goods. The Parties agree that any dispute that arises under this Agreement which cannot be resolved within thirty (30) days by good-faith negotiations between the Parties shall be submitted to mandatory mediation in the city of Chicago, Illinois and before a single mediator accredited and chosen

by the Judicial Arbitration and Mediation Services, Inc. ("JAMS"). The mediation shall take place within ninety (90) days after submission to JAMS, and it shall last no longer than ten (10) hours on one (1) working day, unless the Parties agree to an extension of the mediation. The mediator shall apply U.S. and Illinois law to the substantive issues and the JAMS' Rules for commercial mediation to the procedural issues. The Parties shall bear their own costs for the mediation, and they shall split equally the costs of the mediator. The resolution proposed by the mediator shall be binding with the consent of the Parties, and it shall be submitted to any state or federal court in Cook County, Illinois for enforcement, which courts, the Parties agree, have exclusive jurisdiction and venue for adjudication of disputes under this Agreement. If a Party is not satisfied with the result proposed by the mediator, such Party shall have the right to file suit in any court having jurisdiction in Cook County, Illinois. Notwithstanding the foregoing, in circumstances of breach or alleged breach, CashDirector may apply for injunctive relief at any time to any court having jurisdiction over Licensee.

15. **GENERAL.** All notices, under this Agreement must be delivered in writing by courier, by facsimile, by pdf attachment to an email, or by certified or registered mail (postage prepaid and return receipt requested) and shall be effective upon the earlier of receipt or three (3) business days after being deposited in the mail as required above. 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 will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent. Licensee may not assign or transfer this Agreement or its rights and obligations under this Agreement, and any attempt to assign this Agreement shall be void. Licensee agrees not to export the Solution in violation of the laws and regulations of the United States or any other nation. If any legal action is brought to enforce this Agreement, the prevailing Party shall be entitled to receive its attorneys' fees, court costs, and other collection expenses, in addition to any other relief it may receive. The failure of either Party to enforce its rights under this Agreement at any time for any period will not be construed as a waiver of such rights. This Agreement may be amended only by a written document signed by both Parties. This Agreement constitutes the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this Agreement.