

**ABACUS FINANCIAL SERVICES**  
**MASTER SUBSCRIPTION AGREEMENT**

Last updated: 10<sup>th</sup> June 2020

This Master Subscription Agreement (“Agreement”) governs your access to and use of our services.

If you register for our services via a free trial, this Agreement will also govern such free trial. A free trial of our services includes but is not limited to free access to a paid edition of our hosted applications or access to the free edition of our hosted applications.

By accepting this Agreement by executing an order form that references this Agreement or through other means, you agree to be bound by all terms of this Agreement. If you are entering into this Agreement on behalf of a company or other legal entity, you represent that you have the authority to bind such entity and its affiliates to these terms and conditions, in which case the terms "you" or "your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with these terms and conditions, you must not accept this Agreement and may not access or use the services.

You may not access the Services if You offer services competitive or substantially similar to Ours, except with Our prior written consent. In addition, You may not access the Services for purposes of monitoring their availability, performance or functionality, or for any other benchmarking or competitive purposes.

This Agreement is effective between You and Us as of the date of You accepting this Agreement.

## 1 DEFINITIONS

"**Affiliate**" means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. "Control," for purposes of this definition, means direct or indirect ownership, signatory authority, or control of more than 50% of the voting interests of the subject entity.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programmes.

"**Non-Abacus Financials Applications**" means online applications and services and offline software products that are provided by entities or individuals other than Us, and that interoperate with the Services, including but not limited to those provided by Salesforce.

"**Order Form**" means the documents or electronic forms for placing orders hereunder, including addenda thereto, that are entered into between You and Us or any of Our Affiliates from time to time, including addenda and supplements thereto. By entering into an Order Form hereunder, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party hereto. Order Forms shall be deemed incorporated herein by reference. An Order Form may include, but is not

limited to, any website order form, website license request form, or emailed quote/order/proposal form.

"**Purchased Services**" means Services that You or Your Affiliates purchase under an Order Form or for payment, as distinguished from those provided pursuant to a free trial.

"**Services**" means the products and services that are ordered by You under a free trial, via subscription, or an Order Form and made available by Us online via the customer login link at <https://www.abacusfinancials.com> and/or other web pages designated by Us. This includes Software that includes object code versions of the product, together with the updates, upgrades, modifications, or enhancements owned and provided by Abacus Financials Limited to You pursuant to this Agreement. This also includes any consulting services included on an Order Form as well as Our software documentation and associated release notes and other support content.

"**Related Services**" means Our Services or Our partners' products and services available and made available by Us online via the customer login link at <https://www.abacusfinancials.com> and/or other web pages designated by Us. This includes Software that includes object code versions of the product, together with the updates, upgrades, modifications, or enhancements owned and provided by Abacus Financials Limited or Our Partners to You pursuant to this Agreement.

"**Software**" means the object code (machine readable) version of any computer programmes or apps offered by Us and any ancillary data files, modules, libraries, tutorial, or demonstration programmes or other components and copies of any of the foregoing or portions thereof.

"**User**" means individuals who are authorised by You to use the Services, for whom subscriptions to a Service have been ordered, and who have been supplied user identifications and passwords by You (or by Us at Your request). Users may include but are not limited to Your employees, consultants, contractors and agents, and third parties with which You transact business.

"**Abacus Financials,**" "**We,**" "**Us,**" or "**Our**" means Abacus Financials Limited described in Section 12 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction).

"**You**" or "**Your**" means the company or entity for which You are accepting this Agreement on behalf of, and Affiliates of that company or entity.

"**Your Data**" means all electronic data or information submitted by You to the Services.

"**Website**" collectively refers to all Internet websites and domains owned by Us.

## 2 SERVICES AND FREE TRIALS

**2.1. Access.** Upon proper execution of this Agreement and payment of any subscriptions, where required, We hereby grant to You the non-exclusive right to access Our Services, as made available to You, in accordance with this Agreement. You may only access Our Services for Your own internal business purposes and any rights not expressly granted to You are hereby reserved by Us. Except as

otherwise provided in this Agreement, You may not lease, share, or transfer your access to our Services. You agree that You shall only use the Services and any documentation in a manner that complies with all applicable laws in the jurisdictions in which You use the Services and documentation, including, but not limited to, applicable restrictions concerning copyright and other intellectual property rights.

**2.2. Service Restrictions.** You shall not, directly or indirectly, permit any Users or third party to: (a) decompile, reverse engineer, disassemble, analyse, modify, adapt, convert, create derivative works from, or otherwise attempt to derive, the Services; (b) sell, rent, lease, redistribute, reproduce, distribute, transmit, circulate, disseminate, translate or reduce to or from any electronic medium or machine-readable form the Services or any data/information provided to the You through the Service to a person; (c) publish, promote, broadcast, circulate or refer publicly to Our name, trade name, trademark, service mark, or logo, except as expressly permitted through this Agreement; (d) use Our Services for time sharing purposes or otherwise for the benefit of any person or entity other than for the benefit of You and Your internal business purposes; (e) use Our Services for any purpose other than its intended purpose; (f) interfere with or disrupt the integrity or performance of Our Services or the Salesforce Platform; (g) introduce any open source software into Our Services; (h) attempt to gain unauthorised access to Our Services or Our Software and Our related systems or networks; (i) pursue a patent, copyright, trademark, trade secret or any other intellectual property rights protection with respect to Our Services, content or data contained in or provided through Our Software or Services, or derivatives thereof; (j) have perpetual use of any portion of Our Services, content or data contained in or provided through Our Services, or derivatives thereof; (k) use Our Services for the purpose of researching or creating competitive or similar services; and (l) You may not collaborate with other individuals or entities to create derivative works; and (m) You may not communicate with other individuals or entities features, functions, or user interface components for the purpose of creating competitive products. Additionally, We may restrict Your access to the Service if We believe, in our reasonable discretion, that Your actions while using the Service will, or may, harm Our company or a third party.

**2.3. Free Trial/Free Editions.** If You register on any Website for a free trial, We may make one or more Services available to You on a trial basis, free of charge, until the earlier of: (a) the end of the free trial period for which You registered, or (b) the start date of any Purchased Services ordered by You. If you register on any Website for a free edition of our Services, We are under no obligation to provide You access to a free trial of our Services. At our discretion, during a free trial or during Your usage of our Free Editions, We may terminate, modify, reduce the scope, or otherwise alter any free trials or any Services. Additional trial or free edition terms and conditions may appear on the trial registration Website. At any time during Your usage of a free trial or free edition of any of Our Services, You acknowledge that We may change the features included in the free trial version of Our Services and hosted applications such that they are only accessible when You have acquired Our Purchased Services and that they will no longer be available in the free trial version. In this situation, We are under no obligation to provide You access to such features on a free trial basis/gratis basis. Conversely, You acknowledge that at any time during Your usage of Our Purchased Services, We may change the features included in the Purchased Services version of Our hosted applications such that

certain features are now also accessible if You had just installed Our free trial, even without acquiring the Purchased Services. In this situation, We are under no obligation to provide You Our Purchased Services, either in part or in full on a free trial basis/gratis basis, or a refund of any kind. ANY DATA YOU ENTER INTO THE SERVICES, AND ANY CUSTOMIZATIONS MADE TO THE SERVICES BY OR FOR YOU, DURING YOUR FREE TRIAL WILL BE PERMANENTLY LOST UNLESS YOU PURCHASE A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE FREE TRIAL. PLEASE BE AWARE THAT YOU MUST PURCHASE UPGRADED SERVICES, OR EXPORT SUCH DATA **BEFORE** THE END OF THE FREE TRIAL PERIOD. YOU CANNOT TRANSFER DATA ENTERED OR CUSTOMIZATIONS MADE DURING THE FREE TRIAL TO ANY NON-PURCHASED SERVICES.

**2.4. Protection of Your Data.** We will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Your Data by Our personnel except (a) to provide the Services and Support and prevent or address service or technical problems, (b) as compelled by law in accordance with Section 8.3 (Confidentiality: Compelled Disclosure) below, or (c) as expressly permitted in writing by You. Where Your use of Services includes the processing of Personal Data (as defined under GDPR), the terms of the GDPR Act shall apply to such processing, and shall be incorporated into this Agreement.

**Additional Requirements.** As a condition to using Our Services You may be required to subscribe to or license additional third-party software. You may be required to: (i) enter into an Agreement for the use of the applicable services offered by Salesforce; (ii) install all necessary applications or software for such use; (iii) remain in good standing with Salesforce; and (iv) maintain a current Agreement and subscription for any Salesforce services required to use Our Services (collectively “Additional Requirements”). Failure to comply with the Additional Requirements may render Our Services unusable or inaccessible. We are not responsible for Your inability to purchase or access any Salesforce products or services. Any Agreements to purchase or use any Salesforce services are solely between You and Salesforce unless otherwise agreed to by Us. We are not responsible for, nor do We warrant the performance of any Salesforce services or products.

**2.6. Rigorous Enforcement of Intellectual Property Rights.** If the Services are used by the Licensee with any intent to reverse engineer, decompile, create derivative works, and the exploitation or unauthorised transfer of, any of Our intellectual property and trade secrets, to include any exposed methods or source code where provided, no licensed right of use shall exist, and any products created as a result shall be judged illegal by definition of all applicable law. Any sale or resale of intellectual property or created derivatives so obtained will be prosecuted to the fullest extent of English and international law.

## 3 PURCHASED SERVICES

**3.1. Provision of Purchased Services.** We shall make the Purchased Services available to You pursuant to this Agreement and the relevant Order Forms during Your subscription term. You agree that Your purchases hereunder are neither contingent on the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding future functionality or features.

**3.2. Subscriptions.** Unless otherwise specified in the applicable Order Form, (i) Services are purchased in accordance with Our Order Forms and all Services shall be deployed within the Salesforce platform and may be accessed by no more than the specified number of Users listed (if applicable), (ii) additional subscriptions may be added during the applicable subscription term at the same pricing as that for the pre-existing subscriptions thereunder, prorated for the remainder of the subscription term in effect at the time the additional subscriptions are added, and (iii) any added subscriptions shall terminate on the same date as the pre-existing subscriptions. If User subscriptions are purchased, they cannot be shared or used by more than one User but may be reassigned to new Users replacing former Users who no longer use the Services.

## 4 USE OF THE SERVICES

**4.1. Availability & Modification To Our Services.** We will attempt to make our Services available 24 hours a day, 7 days a week except for: (a) planned downtime for maintenance, or (b) causes beyond Our reasonable control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labour problems, Internet service provider failures or delays, or denial of service attacks. We may modify or update our Services at our discretion. Nothing in this Agreement obligates us to modify or update our Services at any time, and any updates or modifications are made at Our discretion and may result in previously available features becoming disabled.

**4.2. Our Protection of Your Data.** We shall not: (a) disclose Your Data except as compelled by law in accordance with Section .3 (Compelled Disclosure) or as expressly permitted in writing by You, or (b) access Your Data except to provide the Services and prevent or address service or technical problems, or at Your request in connection with Your support matters.

**4.3. Your Responsibilities.** You shall: (i) be responsible for Your Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality, and legality of Your Data and of the means by which You acquired Your Data, (iii) use commercially reasonable efforts to prevent unauthorised access to or use of the Services, and notify Us promptly of any such unauthorised access or use, and (iv) use the Services only in accordance with applicable laws and government regulations. You agree to indemnify Us (in accordance with Section 9) from and against all loss and damage you may suffer, and from all actions, claims, proceedings or demands by third parties against Us, arising in any way from Your breach of this section.

**4.4. Usage Limitations.** Your right to access and use our Services may be subject to other limitations including and without limitation: (1) You may not tamper with or

circumvent any security technology included with the Service; (2) delivery of data to You as required by Your regular use of the Services does not transfer any promotional use rights to You, and does not constitute a grant or waiver of any rights of the copyright owners; (3) You shall not use the Services in violation of any applicable laws or for any purpose not specifically permitted in this Agreement; and (4) You may not access the Services in a manner that overloads or puts a disproportionate load on our Software and underlying networks.

**4.5. Customer Support.** If you pay for our Purchased Services, email support is included at no additional cost. Phone and email support for these Subscriptions is available from 9am - 5pm Monday to Friday on UK Time with reduced hours during holidays in the UK We attempt to respond to email questions within one business day; in practice, our responses are generally even faster. We do not promise or guarantee any specific response time. Email support is available at [www.abacusfinancials.com](http://www.abacusfinancials.com).

## 5 NON-ABACUS FINANCIALS APPLICATIONS

**5.1 Acquisition of Non-Abacus Financials Products and Services.** We or third parties may make available third-party products or services, including, for example, Non-Abacus Financials Applications and implementation and other consulting services. Except as expressly provided herein regarding the Salesforce Platform, any acquisition by You of such non-Abacus Financials products or services, and any exchange of data between You and any non-Abacus Financials provider, is solely between You and the non-Abacus Financials provider. We do not warrant or support Non-Abacus Financials Applications or other non-Abacus Financials products or services, whether or not they are recommended by Us or designated by Us as preferred, certified or otherwise, except as specified in an Order Form.

**5.2 Non-Abacus Financials Applications and Your Data.** If You install or enable a Non-Abacus Financials Application for use with a Service, You grant Us permission to allow the provider of that Non-Abacus Financials Application to access Your Data as required for the interoperation of that Non-Abacus Financials Application with the Service. We are not responsible for any processing, disclosure, modification or deletion of Your Data resulting from access by a Non-Abacus Financials Application. The Services will allow You to restrict Users from installing or enabling Non-Abacus Financials Applications (other than the Salesforce Platform) for use with the Services.

**5.3 Integration with Non-Abacus Financials Applications.** The Services may contain features designed to interact with Non-Abacus Financials Applications. To use such features, You may be required to obtain access to Non-Abacus Financials Applications from their providers, and may be required to grant Us access to Your account(s) on the Non-Abacus Financials Applications. We will not be deemed to be in breach of this Agreement to the extent any such Service features cease to function because the provider of the corresponding Non-Abacus Financials Application, other than the Salesforce Platform, ceased to make their Non-Abacus Financials Application available for interaction with such Service features on reasonable terms.

## 6 FEES AND PAYMENT FOR PURCHASED SERVICES

**6.1. Fees.** You shall pay all fees specified in all Order Forms hereunder. Except as otherwise specified herein or in an Order Form: (i) fees are based on services purchased and not actual usage, (ii) payment obligations are non-cancellable and fees paid are non-refundable, (iii) the number of subscriptions purchased cannot be decreased during the relevant subscription term stated on the Order Form, and (iv) Our standard pricing available in our Product and Services Catalogue on the date of renewal will apply. Unless otherwise stated, subscription fees are based on annual periods that begin on the subscription start date and each one-year anniversary thereof; therefore, fees for subscriptions added in the middle of an annual period will be charged on a pro-rata basis for the remainder of the subscription term. If You are a Salesforce or Abacus Financials Limited Partner or Reseller that purchases on behalf of a client, You agree to be responsible for the Order Form and to guarantee payment of all fees.

**6.2. Invoicing and Payment.** We will invoice You at the beginning of any initial subscription term and in advance of the end of Your relevant subscription term or otherwise in accordance with the terms listed on the relevant Order Form. Unless otherwise stated, invoiced charges are due on the invoice date. You are responsible for providing complete and accurate billing and contact information to Us and promptly notifying Us of any changes to such information, including, without limitation, Your obligation to promptly report any Services-related performance issues or problems negatively impacting Your satisfaction with the Services so that We may attempt to remedy such. For clarity, if You fail to notify Us of a Services-related issue within five days from incurring it, such issue may not be relied upon as a reason to terminate this Agreement for Cause. In the event that payment is made via a third party agent, You shall indemnify Us and keep Us indemnified against any loss, damage, costs and expenses We suffer or incur as a result of any default by the third party agent in making payment in accordance with the terms of the Order Form or as otherwise set forth in this Agreement. You further authorize us to use a third party to process payments, and consent to the disclosure of your payment information to such third party.

**6.3. Overdue Charges.** If any charges are not received from You by the due date, then at Our discretion, such charges may accrue late interest at the rate of 2.5% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid.

**6.4. Suspension of Service and Acceleration.** If any amount owed by You under this or any other Agreement for Our services is thirty or more days overdue, We may, without limiting Our other rights and remedies, accelerate Your unpaid fee obligations under such Agreements so that all such obligations become immediately due and payable, and suspend Our Services to You until such amounts are paid in full. We will give You at least seven days' prior notice that Your account is overdue, in accordance with Section 12.1, before suspending services to You.

**6.5. Payment Disputes.** We shall not exercise Our rights under Section 6.3 or 6.4 if You are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

**6.6. Taxes.** Unless otherwise stated, Our fees do not include any Value Added Tax, other taxes, levies, duties or similar governmental assessments of any nature, (collectively, "Taxes"). You are responsible for paying all Taxes associated with Your purchases hereunder. If We have the legal obligation to pay or collect Taxes for which You are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by You, unless You provide Us with a valid tax exemption certificate authorised by the appropriate taxing authority.

**6.7. Records and Review.** We have audit rights with respect to Your usage of the Services, including audit or inspection of Your access and utilization of the Services.

## 7 PROPRIETARY RIGHTS

**7.1. Reservation of Rights in Services.** Subject to the limited rights expressly granted hereunder, We reserve all rights, title, and interest in and to the Services and documentation, including all related intellectual property rights. No rights are granted to You hereunder other than as expressly set forth herein. The Services are protected by the copyright laws of the United Kingdom and international copyright treaties. All title, ownership rights, and intellectual property rights in and to the content accessed through the Software and the Services (collectively, the "Content") shall be retained by the applicable Content owner and may be protected by applicable copyright or other law. This Agreement grants You no rights to use such Content, except as permitted through the use of Our Services. All rights not expressly granted under this Agreement are reserved by Us and Our third-party licensors. In addition,

**7.2 License by You to Use Feedback.** We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations, corrections, or other feedback provided by You. The Services include application(s) made up of individual software components, each of which was individually written and copyrighted. The Services are a collective work under United Kingdom Copyright Law and We are the owners of such copyrighted work and other works incidental to the Services. Upon installation of the application(s), We hereby grant You the following license to use the Services in Your facility subject to the terms contained herein subject to the licenses referenced herein. Unless otherwise indicated, the Services and all content, including, without limitation, and the selection and arrangement thereof, are Our proprietary property or are licensed to Us and are protected by United Kingdom and international intellectual property laws. Any use, copying, redistribution, and/or publication of any part of the Services other than as authorised by this Agreement or expressly authorised in writing by Us, is strictly prohibited. In addition, the look and feel of the Services may not be copied, imitated or used, in whole or in part, without Our prior written permission. You do not acquire any ownership rights to the Services or any other materials made available by and through the Services, and We reserve all rights not expressly granted in this Agreement.

**7.3. Your Data.** Subject to the limited rights granted by you within this Agreement, We acquire no right, title or interest from you or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. However, notwithstanding any other provision in this Agreement, any suggestions,

ideas, enhancement requests, feedback, or recommendations pertaining to the Services and made by You during the effective term of this Agreement (“Feedback”) may be incorporated into Our future products and/or Services, and otherwise appropriated by Us in furtherance of Our business operations without payment of royalties or other consideration to You so long as We do not infringe upon Your patents, copyrights, or trademark rights in the Feedback. You acknowledge that the Services may contain functions for collecting information related to your use of Our Services. You agree that We may also collect and track non-personally identifiable information about You, including but not limited to Your IP address, the type of hardware You use, and the type of browser You employ. We reserve the right to compile, save, use within the scope of Our activities, and analyse any and all of Your data (registration data and use history). We shall use such data for internal purposes only, including for the purposes of responding to Your requests for information and for contacting You. We may provide aggregated statistics about Your use of the Services to third parties, but such information will be aggregated so that it does not identify a particular individual or company.

## 8 CONFIDENTIALITY

**8.1. Definition of Confidential Information.** As used herein, "Confidential Information" means all confidential and proprietary information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services, Our trade secrets, know-how and information relating to the Services' underlying technology, Our clients, Our customers, Our business plans, Our marketing activities, Our marketing strategies, and Our finances; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

**8.2. Protection of Confidential Information.** The Receiving Party shall 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) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorised by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' 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. Neither party shall disclose the terms of this Agreement or any Order

Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.

**8.3. Compelled Disclosure.** 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. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

## 9 WARRANTIES AND DISCLAIMERS

**9.1. Our Warranties.** We warrant and represent that We have validly entered into this Agreement and have the legal power to do so. For any breach of any warranties, Your exclusive remedy shall be as provided in Section 11.3 (Termination) and Section 11.4 (Refund or Payment upon Termination) below.

**9.2. Your Warranties.** You represent and warrant that: (i) You have the full authority to execute and to perform this Agreement in accordance with its terms; (ii) the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby does not and will not conflict with, result in a breach, violation or default or give rise to an event which, with the giving of notice or after the passage of time, or both, would conflict with or result in a breach, violation or default of any of the terms or provisions or of any indenture, Agreement, judgment, decree or other instrument or restriction to which either party is a party or by which either party may be bound or affected; and (iii) no further authorization or approval, whether of governmental bodies or otherwise, is necessary in order to enable You to enter into this Agreement.

**9.3. Disclaimer.** EXCEPT FOR THE WARRANTIES SET FORTH IN SECTION 9, OUR SERVICES INCLUDING BUT NOT LIMITED TO ANY SOFTWARE ARE PROVIDED ON AN "AS-IS" AND "AS-AVAILABLE" BASIS. YOUR USE OF OUR SERVICES AND ANY THIRD-PARTY OFFERINGS IS AT YOUR OWN RISK. WE DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL OTHER EXPRESS, STATUTORY AND IMPLIED REPRESENTATIONS AND WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT AND TITLE, QUALITY, SUITABILITY, OPERABILITY, SYSTEM INTEGRATION, NON-INTERFERENCE, FREEDOM FROM COMPUTER VIRUS, WORKMANSHIP, TRUTH, ACCURACY, ABSENCE OF DEFECTS, WHETHER LATENT OR PATENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE. ADDITIONALLY WE DO NOT WARRANT THAT: (A) THE USE OF OUR SERVICES WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) OUR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (C) THE QUALITY OF ANY INFORMATION OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS OR BE

ACCURATE OR RELIABLE; OR (D) THE SERVER(S) THAT MAKE OUR SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. OUR SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. WE ARE NOT RESPONSIBLE FOR ANY DELAYS OR OTHER DAMAGES RESULTING FROM SUCH PROBLEMS. YOU SHALL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR SYSTEMS OR LOSS OF DATA THAT RESULTS FROM USE OF OUR SERVICES OR ANY THIRD-PARTY OFFERINGS.

## 10 LIMITATION OF LIABILITY

**10.1.** IN NO EVENT SHALL WE, OUR OFFICERS, DIRECTORS, EMPLOYEES, AFFILIATES OR AGENTS, BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM THIS AGREEMENT OR YOUR USE OF THE SERVICES. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION. WHERE A TOTAL DISCLAIMER OF LIABILITY IS DISALLOWED YOU AGREE THAT OUR TOTAL LIABILITY TO YOU SHALL NOT EXCEED THE AMOUNTS YOU HAVE PAID IN THE PAST TWELVE (12) MONTHS TO USE OUR SERVICES.

**10.2. Indemnification by Us.** Subject to this Agreement, We shall (a) defend, or at Our option settle, any claim, demand, action or legal proceeding (“Claim”) made or brought against You by a third party alleging that the use of the Service as contemplated hereunder infringes the intellectual property rights of a third party, and (b) pay (i) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (ii) those damages agreed to by Us in a monetary settlement of such Claim; provided, that You (1) promptly give written notice of the Claim to Us; (2) give Us sole control of the defence and settlement of the Claim; and (3) provides to Us, all reasonable assistance as required. You will have the right to participate in the defence, including retention of and/or advice of separate counsel, at Your own expense.

**10.3. Indemnification by You.** Subject to this Agreement, You shall (a) defend and hold harmless, or at its option settle, any Claim made or brought against Us by a third party alleging that the Your Data or Your use of the Service (as opposed to the Service itself) infringes the intellectual property rights of, or has otherwise harmed, a third party and (b) pay (i) any final judgment or award directly resulting from such Claim to the extent such judgment or award is based upon such alleged infringement or (ii) those damages agreed to by You in a monetary settlement of such Claim; provided, that We (1) promptly give written notice of the Claim to You; (2) give You sole control of the defence and settlement of the Claim (provided that You may not settle or defend any Claim unless it unconditionally releases Us of all liability); and (3) provide to You, at Your cost, all reasonable assistance. We will have the right to participate in the defence, including retention of and/or advice of separate counsel, at our own expense.

## 11 TERM AND TERMINATION

**11.1. Term of Agreement.** This Agreement commences on the date You execute the Order Form or You access any of Our Services and this Agreement continues until all subscriptions granted in accordance with this Agreement have expired or been terminated. If You use the Services for a free trial period and do not purchase a subscription for Purchased Services before the end of such period, this Agreement will automatically terminate at the end of the free trial period.

**11.2. Term of Purchased Services.** Subscriptions for Purchased Services by You commence on the start date specified in the applicable Order Form and/or License Request Form and continue in full force and effect until their automatic termination at the conclusion of the subscription term identified therein. All subscriptions for any Purchased Services shall automatically renew for additional periods equal to the immediately preceding (and expiring) subscription term, unless either party gives the other advance written notice of termination as follows:

- For monthly subscription terms: at least twenty days before the end of the relevant subscription term.
- For all other subscription terms: at least thirty days before the end of the relevant subscription term.

**11.3. Termination.** If You purchase a subscription for Our Purchased Services, We may terminate this Agreement without cause so long as You are given written notice at least six months prior to the intended termination date (“Without Cause Termination”). If you are on a Free Trial or Free Edition of Our Services, We may suspend, limit, or terminate the Free Trial / Free Edition subscription of Our Services for any reason at any time without notice. Either party may terminate this Agreement if the other party (a) materially breaches this Agreement and fails to cure the breach within 30 days after written notice by the non-breaching party detailing the breach, or (b) becomes the subject of a petition in bankruptcy or a resolution is passed or steps are taken for its dissolution, winding up, receivership or administration, and such petition or proceeding is not dismissed within 60 days. Termination of this Agreement will result in termination of all Order Forms.

**11.4. Refund or Payment upon Termination.** Upon any Termination for Cause by You, We may provide credit for future Services purchased from Us, all credits granted shall be made within Our sole and complete discretion. Upon any termination by Us, for any reason aside from a Without Cause Termination, all paid fees shall become immediately due and owing upon the date of termination, which includes all fees owed for the entire term of all executed Order Forms. Your Termination for Cause by You will have no effect on Your performance obligations hereunder or amounts to be paid to Us which have accrued up to the effective date of such termination. In no event shall termination of this Agreement in any manner relieve You of the obligation to pay any subscription fees owed to Us.

**11.5. Return of Your Data.** Prior to the termination of the service, You may request a copy of Your Data from Salesforce, Inc. (SFDC). If you elect to receive this backup service, SFDC will make Your Data available to You in a .csv format under the terms of Your Agreement with SFDC. We have no obligation to retain, backup, or restore any of Your Data made available to You, while you are using our services, or

following the termination of the Service. SFDC may charge for data recovery services and any cost associated with those services will be payable by Your company, not by Us.

**11.6. Surviving Provisions.** The rights and obligations of the parties set forth in this Agreement including but not limited to Section 2.2 (Service Restrictions), Section 6 (Fees and Payment for Purchased Services), Section 7 (Proprietary Rights), Section 8 (Confidentiality), Section 9.3 (Disclaimer), Section 10 (Limitation of Liability), Section 11.4 (Refund or Payment upon Termination), Section 11.6 (Return of Your Data), Section 21 (Who You Are Contracting With, Notices, Governing Law and Jurisdiction) and Section 13 (General Provisions), along with any right or obligation of the parties in this Agreement which, by its express terms or nature and context, shall survive termination or expiration of this Agreement.

## 12 WHO YOU ARE CONTRACTING WITH, NOTICES, GOVERNING LAW AND JURISDICTION

**12.1. General.** All notices and other communications under this Agreement must be in writing. If notice is sent by e-mail it shall be deemed to have been served on the first business day following the date the notice was e-mailed. If notice is served by overnight mail, whether by commercial carrier or the Royal Mail, it shall be deemed to have been served on the next business date following its mailing. If notice is served by certified mail, it shall be deemed to have been served as of the date on the return receipt. Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided herein. Your address to be used for said notice shall be the address contained within your most recent Order Form. Our address to be used for said notice is as follows: **Abacus Financials Limited, Suite 48, 792 Wilmslow Road, Manchester M20 6UG United Kingdom.**

### 11.2. Governing Law and Arbitration.

Any dispute, controversy, or claim arising out of or in connection with this Agreement, or the breach, termination or validity thereof, shall be submitted to the Chartered Institute of Arbitrators (CI Arb) and settled by final and binding arbitration in accordance with the CI Arb Arbitration Rules. Judgment on any award issued under this provision may be entered by any court of competent jurisdiction. A sole arbitrator shall be appointed by Agreement of the parties. If the parties have not agreed on the appointment of a sole arbitrator within 30 days of the respondent's receipt of a notice of arbitration, then, at the request of one of the parties, a sole arbitrator shall be appointed by the CI Arb. The place of arbitration shall be Manchester, England. The proceedings shall be conducted in accordance with the arbitration law of the place of the arbitration. The Agreement shall be governed by the substantive law of England and Wales exclusive of any conflict-of-laws rules that could require the application of any other law. Each party shall bear its own costs in the event of a dispute requiring arbitration.

## 13 GENERAL PROVISIONS

**13.1. Export Compliance.** Our Services use software and technology that may be subject to United Kingdom, United States and other foreign export controls. You

acknowledge and agree that Our Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported or re-exported to countries as to which the United Kingdom or United States maintains an embargo (collectively, “Embargoed Countries”), or to or by a national or resident thereof, or any person or entity on the U.S. Department of Treasury’s List of Specially Designated Nationals or the U.S. Department of Commerce’s Table of Denial Orders (collectively, “Designated Nationals”). The lists of Embargoed Countries and Designated Nationals are subject to change without notice. By using Our Services, You represent and warrant that You is not located in, under the control of, or a national or resident of an Embargoed Country or Designated National. You agree to comply strictly with all applicable export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. We make no representation that Our Services are appropriate or available for use in other locations.

**13.3. Anti-Corruption.** You have not received or been offered, either directly or indirectly, any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our officers, employees, agents, or affiliated third-parties in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us according to Section 13.1. Furthermore, You have not participated in any fraud or misrepresentation, or made false statements to Us, Salesforce personnel, Salesforce customers, Our customer, potential customers of Salesforce and/or Us, Salesforce’s partners, or third parties. We have a zero-tolerance policy for fraud, bribery, and corruption and will immediately contact the appropriate authorities upon discovering such misconduct.

**13.3. Relationship of the Parties.** The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties.

**13.4. No Third-Party Beneficiaries.** This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person or entity not a party to this Agreement.

**13.5. Waiver.** No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

**13.6. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified or removed by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

**13.7. Legal Fees.** If a suit, action, arbitration, or other proceeding of any nature whatsoever is instituted in connection with any controversy arising out of this Agreement, or to interpret or enforce any rights under this Agreement, the prevailing party may recover reasonable legal fees and costs. Prevailing party shall be defined: (1) as a claimant that is awarded net 51% of its affirmative claim, after any offsets for claims or counterclaims by the other party, and (2) as a defendant/respondent against whom an award of less than 50% of a claimant’s claim is granted.

**13.8. Assignment.** This Agreement, executed Order Forms, and any rights, Agreements, or obligations hereunder may not be assigned, by operation of law, merger, or otherwise, without the prior written consent of the other party hereto (which consent may not be unreasonably withheld), and any purported assignment by a party without prior written consent of the other party will be null and void and not binding on such other party. Notwithstanding the foregoing, either party may, without the consent of the other party, assign this Agreement in its entirety (including all Order Forms) to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of such party's assets so long as such assignment is not made to a direct competitor of the other party.

**13.9. Entire Agreement.** This Agreement, including all exhibits and addenda attached and/or hyperlinked hereto and all Order Forms, constitutes the entire Agreement between the parties and supersedes all prior and contemporaneous Agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any Order Form shall be effective unless in writing and signed by both parties. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum, or Order Form shall prevail. Notwithstanding any language to the contrary, no terms or conditions stated within any purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.

**13.10. Publicity Rights.** You grant us the right to add your name and company logo to our customer list and website. You may opt out of having your Publicity Information made public by emailing [sales@abacusfinancials.com](mailto:sales@abacusfinancials.com).

**13.11. Interpretation.** If an ambiguity or question of intent arises with respect to any provision of this Agreement, this Agreement will be construed as if drafted jointly by the parties and the parties agree that any principle of construction or rule of law that provides that, in the event of any inconsistency or ambiguity, an Agreement shall be construed against the drafter of the Agreement shall have no application to the terms and conditions of this Agreement. Furthermore, no presumption or burden of proof will arise favouring or disfavouring either party by virtue of authorship of any of the provisions of this Agreement.

**13.12. Headings.** The headings are inserted into this Agreement for reference and convenience only, and will not affect the meaning or interpretation of any provision hereof.