

## FIN Compliance Terms and Conditions

**Date of Last Revision: April 4, 2024**

These Terms and Conditions, which include the Order Form, (the “**Terms and Conditions**” or “**Agreement**”) govern the use of the Services provided by Roberson Ventures Group, Inc., a California corporation (dba “**FIN Compliance**”), to the Customer identified on any applicable Order Form. Capitalized terms in these Terms and Conditions shall have the meaning ascribed to them in Appendix A (“**Definitions**”), attached and incorporated herein by reference.

### 1. SERVICES

A. Access to Services. Subject to the terms and conditions herein, including without limitation payment of all Subscription Fees, FIN Compliance authorizes Customer and its authorized Users to access and use the Services identified on the Order Form during the Term on a subscription basis. FIN Compliance shall make such Services reasonably available to Customer and its authorized Users during the Term. FIN Compliance has and will retain sole control over the operation, provision, maintenance, and management of all Services and reserves the right, in its sole discretion, to make any changes to the Services that it deems necessary to maintain or enhance the quality or delivery of the Services.

B. Implementation Services. Subject to the payment of the Implementation Fees, FIN Compliance shall provide reasonable implementation services (“**Implementation Services**”).

C. Consulting Services. Customer may order Consulting Services by indicating this on the Order Form (“**Consulting Services**”), and such services shall be subject to the applicable terms and conditions on the Order Form.

D. User Access and Registration. Customer shall be responsible for registering each User for access and use the Services. As part of the registration process, Customer will identify an administrative username and password for Customer’s Company account. FIN Compliance reserves the right to refuse registration of or cancel usernames and/or passwords it deems inappropriate. Customer agrees that Users’ use of the Services may be conditioned upon Users’ acceptance of the FIN Compliance end user agreement and privacy policy available upon registration for use of the Services.

E. Training and Customer Support. FIN Compliance will provide reasonable training and customer support to Customer and Users.

### 2. FEES AND PAYMENT

A. Fees. In exchange for the Services, Customer shall pay any implementation fees (“**Implementation Fees**”) and the subscription fees set forth in the applicable Order Form (the “**Subscription Fee**”) (collectively, the “**Fees**”). Unless otherwise specified in a Order Form, all Fees are subscription-based, not usage-based. Except as may otherwise be set forth herein, all Fees are non-refundable.

B. Payment. Unless otherwise specified in a Order Form, Customer agrees to pay all Fees annually in advance on the due date specified in each applicable Order Form or within thirty (30) calendar days after the invoice date. Customer shall make all payments in US dollars to the address or

account on the Order Form or such other address or account as FIN Compliance may specify from time to time.

C. Fee Increases. Unless otherwise specified in an Order Form, FIN Compliance may, in its sole discretion in accordance with this Section 2, increase Fees annually by providing electronic notice to Customer of the increased Fees at least ninety (90) calendar days prior to commencement of the subsequent annual period during the Term of Service.

D. Reimbursable Expenses. To the extent applicable and subject to Customer's prior written approval and any applicable Customer policies, Customer shall reimburse FIN Compliance for out-of-pocket expenses incurred by FIN Compliance in connection with performing the Services.

E. 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 FIN Compliance's income. If applicable, Customer shall provide a certificate of tax-exempt status.

F. Suspension of Service. If any Fees are past due, FIN Compliance may, without limiting FIN Compliance's other rights and remedies, suspend Services and all other FIN Compliance services to Customer until such amounts are paid in full.

### 3. TERM AND TERMINATION

A. Term of Service. Unless otherwise specified in any executed Order Form, all Services commence on the Service Effective Date and extend for the initial term specified in an Order Form (the "**Initial Term**") and will thereafter automatically renew for successive one-year periods unless terminated by either party by written notice at least sixty (60) calendar days prior to the end of the current Term (each, a "**Renewal Term**," and collectively, with the Initial Term, the "**Term**"). Notwithstanding the foregoing, in the event that Customer orders Consulting Services after the initial Service Effective Date, the term for such Consulting Services shall be for the balance of the current Initial Term or Renewal Term, whichever is in effect, and will automatically renew for subsequent Renewal Terms pursuant to the provisions herein.

B. Termination.

i. For Cause. Either party may terminate a Order Form effectively upon written notice to the non-breaching party in the event the other party materially breaches its obligations or representations under this Agreement and has failed to cure such breach or to commence commercially reasonable efforts to cure such breach within thirty (30) days following notice from the non-breaching party. Customer's non-payment of fees promptly when due is deemed a material breach of this Agreement under this subsection. In the event of a material breach by FIN Compliance that FIN Compliance fails to cure as provided in this subsection, then Customer is entitled to a pro-rata refund of fees prepaid for the year in which termination for cause occurs, pro-rated as of the effective date of termination. The termination of a Order Form as provided herein shall result in the termination of all Order Forms in effect at the time of termination.

ii. Bankruptcy; Lack of Appropriations/Funding. Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (i) becomes insolvent; (ii) files or has filed against it, a petition for voluntary or involuntary bankruptcy; (iii) makes or seeks to make a general assignment for the benefit of its creditors; (iv) if funding for this Agreement is allocated from a state or federal agency and such funding is not allocated for subsequent annual terms.

C. Obligations upon Termination. Upon termination of any Order Form for any reason: (i) all rights and obligations of the parties under the applicable Order Form will terminate except for payment obligations and the surviving sections described in Section 11(A) of these Terms and Conditions; (ii) FIN Compliance will return or destroy all Customer Data in accordance with Section 6(B) of these Terms and Conditions; (iii) FIN Compliance may disable all Customer and User access to the Services; and (iv) FIN Compliance may retain Customer Data in its backups, archives, and disaster recovery systems until such Customer Data is deleted in ordinary course. FIN Compliance agrees to use commercially reasonable efforts to assist Customer with any requested conversion and transition of Customer Data, subject to payment of applicable and agreed upon fees.

#### 4. CUSTOMER RESPONSIBILITIES

A. Customer Administrators. Customer will assign at least one Customer Administrator as the primary Customer contact. Each Customer Administrator is responsible to ensure that the Services are used in accordance with the applicable Order Form, Customer's responsibilities contained therein, and Customer's compliance with all applicable laws and regulations, under federal, state, local laws and regulations in every material respect. The Customer Administrator has the ability to control access to all features and access of any Services for all Users.

B. Customer Equipment. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Services, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like (collectively, "**Customer Systems**"). Customer shall also be responsible for maintaining the security of Customer Systems, Customer account, passwords (including but not limited to administrative and user passwords) and files, and for all uses of Customer account or Customer Systems with or without Customer's knowledge or consent.

C. Compliance. Customer shall (i) include these terms and conditions in the consent to use the Customer Systems for all Customer Users, (ii) require that all Customer Users comply with these Terms and Conditions, (iii) be solely responsible for the use of the Customer Systems by Customer Users, (iv) be solely responsible for the accuracy and legality of Customer Data and of the means by which Customer acquired Customer Data, and (v) comply with and use the Services only in accordance with the Documentation and all applicable laws and government regulations, including all privacy laws. Customer represents, covenants, and warrants to FIN Compliance that it has and will have the necessary rights and consents in and relating to the use, transfer, and disclosure of Customer Data that is provided to FIN Compliance under this Agreement, and that it will comply with all applicable laws and regulations in every material respect.

D. Access and Customer Cooperation. Customer will use commercially reasonable efforts to prevent unauthorized access to or use of the Services and notify FIN Compliance promptly of any such unauthorized access or use. Customer will, and will cause its Customer Users to, take reasonable steps to maintain the confidentiality of the security procedures and User names and passwords. If Customer

believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, or if any activity prohibited by Section 4(E) below is occurring or threatened, Customer will immediately (i) take all reasonable and lawful measures within its control to stop the activity or threatened activity and to mitigate its effects, and (ii) promptly notify FIN Compliance of such actual or threatened activity. Customer shall at all times during the Term of the Agreement provide FIN Compliance with such access to Customer Data, personnel, information, and systems as is necessary for FIN Compliance to timely perform the Services in accordance with the Agreement.

E. Restrictions on Use. Customer shall not, and shall not authorize any other person or User to: (i) copy, modify, create derivative works or improvements of the Services; (ii) make the Services available to anyone other than Users; (iii) reverse engineer, disassemble, decompile, decode, adapt or otherwise attempt to derive or gain access to FIN Compliance's source code; (iv) sell, resell, rent, lease, or otherwise make available the Services available to any third party; (v) use the Services to store or transmit infringing, libelous, or otherwise unlawful material, or to store or transmit material in violation of third-party rights, or otherwise access or use the Services in any manner or for any purpose that infringes or violates Intellectual Property Rights of any third party; (vi) use the Services to store or transmit Malicious Code; (vii) interfere with or disrupt the integrity or performance of the Services; (viii) attempt to gain unauthorized access to the Services or their related systems or networks; or (ix) access or use the Services for purposes of competitive analysis of the Services, or to develop a competing software service or product or for any other purpose that is to the detriment or commercial disadvantage of FIN Compliance. In the event Customer fails to comply with this section, FIN Compliance may, without limiting other rights and remedies of FIN Compliance, suspend the Services to Customer without incurring any obligation or liability, until such breach has been remedied to FIN Compliance's reasonable satisfaction.

**5. DISCLAIMER OF WARRANTIES.** FIN COMPLIANCE HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, FIN COMPLIANCE MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES WILL OPERATE WITHOUT INTERRUPTION, OR BE ERROR-FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND SUCH THIRD PARTY. FIN COMPLIANCE MAKES NO GUARANTY OR WARRANTY REGARDING THE ACCURACY, COMPLETENESS, OR SUFFICIENCY FOR ANY PURPOSE OF THE MATERIALS, INFORMATION, CONTENT, OR OTHER DATA PROVIDED VIA THE SERVICES. USE OF THE SERVICES IS NOT A SUBSTITUTE FOR PROFESSIONAL SERVICES, INCLUDING LEGAL, TAX, OR OTHER ADVICE AND FIN COMPLIANCE DOES NOT PROVIDE SUCH ADVICE.

## **6. DATA**

A. Ownership. As between Customer and FIN Compliance, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to all Customer Data, subject to the rights and permissions granted herein. FIN Compliance's use and possession of Customer Data is solely as Customer's agent. Customer hereby grants all such rights and permissions in or relating to Customer Data: (i) to FIN Compliance and its authorized personnel and subcontractors solely as necessary to perform the Services; and (ii) to FIN Compliance as necessary to enforce this Agreement and perform hereunder.

B. Access and Use of Customer Data. Customer may access and copy any Customer Data provided to FIN Compliance for use in the Services at any time and FIN Compliance will use commercially reasonable efforts to facilitate such access and copying promptly after Customer's request. FIN Compliance maintains only that information which Customer has asked it to process and processes it only upon, and in accordance with, Customer's direction and instructions. Unless it receives Customer's prior written consent, FIN Compliance: (i) will not access or use Customer Data other than as necessary to facilitate the applicable Services; and (ii) will not give any third-party access to Customer Data except for purposes of providing Services hereunder. FIN Compliance will not permit its employees to access Customer Data, except to the extent necessary to provide the Services under the applicable Order Form. Notwithstanding the foregoing, FIN Compliance may disclose Customer Data as required by applicable law or by proper legal or governmental authority. FIN Compliance will give Customer prompt notice of any such legal or governmental demand (to the extent legally permissible) and reasonably cooperate with Customer in any effort to seek a protective order or otherwise to contest such required disclosure, at Customer's expense.

C. Customer Data Retention and Deletion. FIN Compliance will retain any Customer Data in its possession until Erased as defined herein. FIN Compliance will Erase: (i) all copies of Customer Data promptly after Customer's written request and (ii) all copies of Customer Data no sooner than 60 days and no longer than 120 days after termination of any applicable Order Form for Services unless otherwise required by law. Upon Customer's request, FIN Compliance will certify such Erasure in writing to Customer. ("**Erase**" and "**Erasure**" refer to the destruction of data so that no copy of the data remains or can be accessed or restored in any way.)

D. De-Identified Data; Statistical Data. FIN Compliance may create de-identified and aggregated data (the "**De-Identified Data**") and Customer grants FIN Compliance a non-exclusive, irrevocable right and license to use such De-Identified Data in its business, including in its development of products and services; provided that such De-Identified Data does not identify Customer or any of Customer's Users and is aggregated with data from other customers. FIN Compliance may use certain data capture and analysis tools to compile and extract statistical information and platform data generated from the use and operation of the Services ("**Statistical Data**"). Such Statistical Data shall be owned exclusively by FIN Compliance and FIN Compliance shall retain all intellectual property rights in such Statistical Data. FIN Compliance may use such Statistical Data for any lawful purpose, provided such use does not permit the identification of Customer or any User.

E. Customer Control and Responsibility. Customer has and will retain sole responsibility for (i) all Customer Data, including the legality, accuracy, integrity, and completeness of its content and use, including without limitation all digital accessibility requirements applicable to Customer Data and branding; (ii) all information, instructions, and materials provided by or on behalf of Customer or any User in connection with the Services, or Customer's information technology infrastructure; and (iii) all access to and use of the Services directly or indirectly by Customer or Customer Users. Customer assumes all risk and liability related to any claim arising from the accuracy, quality, integrity, and completeness of such Customer Data, information, and materials, and all access to and use of the Services directly or indirectly by Customer or its Users. FIN Compliance is not responsible for Customer's compliance with its data security practices or privacy policies. Customer shall ensure that its Customer Data are being utilized and shared in accordance with all applicable federal and state statutes and regulations.

F. Security and Breach Notification. FIN Compliance will implement commercially reasonable safeguards to protect Customer Data and will promptly notify Customer of any unauthorized disclosure of Customer Data following discovery by FIN Compliance. FIN Compliance will reasonably coordinate with Customer and Users in the event of any exposure or break-in of the Services or FIN Compliance's security protocols or networks, and any notification to the affected Users shall be agreed upon by FIN Compliance and Customer. Customer agrees that FIN Compliance shall not be liable for claims, loss, damages, or other liability (including reasonable attorneys' fees) arising out of Customer's failure to use security protocols in the Services.

## 7. INTELLECTUAL PROPERTY.

A. Customer acknowledges that FIN Compliance is (i) the exclusive owner of the Services, including all features, design, functionality and reports, and (ii) retains all right, title and interest in the Services, including all Intellectual Property Rights therein. Nothing in this Agreement grants any right, title, or interest in or to any Intellectual Property Rights in or relating to, the Services.

B. Neither party hereto shall use the trademarks of the other party without the prior written consent of the other party, provided however that Customer hereby grants to FIN Compliance the limited license to use the Customer's trademarks as required for operation of the Services or in connection with FIN Compliance's rights, duties, and obligations under this Agreement or as otherwise authorized in this Agreement for identification and marketing purposes.

## 8. CONFIDENTIALITY

A. As used herein, "Confidential Information" means all confidential 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. Without limiting the foregoing, all FIN Compliance Services, data, and materials are the Confidential Information of FIN Compliance. Except as otherwise permitted in writing by the Disclosing Party, the Receiving Party (i) shall use commercially reasonable efforts to protect the Confidential Information of the Disclosing Party, (ii) shall not use any Confidential Information of the Disclosing Party for any purpose outside the scope of the Agreement; and (iii) the Receiving Party shall limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with these Terms and Conditions and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. The Receiving Party shall ensure its authorized representatives' compliance with and be responsible for and liable for its authorized representatives' non-compliance with, the terms of this Section 8(A).

B. Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary records: (i) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (ii) was or becomes generally known by the public other than by the Receiving Party's or any of its authorized representatives noncompliance with this Agreement; (iii) was or is received by the Receiving Party on a non-confidential basis from a third party; or (iv) was or is independent developed by the Receiving Party without reference to or use of the Confidential Information.

C. If the Receiving Party or any of its authorized representatives is compelled by applicable law to disclose any Confidential Information then, to the extent permitted by applicable law, the Receiving Party shall: (i) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy; and (ii) provide reasonable assistance to the Disclosing Party, at the Disclosing Party's sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. Subject to this subsection, the Receiving Party shall disclose only that portion of the Confidential Information that, on the advice of Receiving Party's counsel, the Receiving Party is legally obligated to disclose.

## 9. LIMITATION OF LIABILITY

A. IN NO EVENT SHALL FIN COMPLIANCE'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO OR IN CONNECTION WITH THE AGREEMENT, INCLUDING WITHOUT LIMITATION ANY ORDER FORM REFERENCING THESE TERMS AND CONDITIONS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER FOR THE TWELVE (12) MONTH PERIOD PRECEDING THE OCCURRENCE OF THE FIRST EVENT GIVING RISE TO A CLAIM UNDER THE AGREEMENT. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS.

B. EXCEPT FOR A PARTY'S MISAPPROPRIATION OR INFRINGEMENT OF THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR LOST REVENUES OR ANY BUSINESS INTERRUPTION OR DELAY OR LOSS OF DATA OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

C. THE FOREGOING LIMITATIONS IN THIS SECTION 9(C) APPLY NOTWITHSTANDING ANY OTHER PROVISION OR TERM OF THIS AGREEMENT OR THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE (INCLUDING THE RISKS THAT A CONTRACT REMEDY MAY FAIL OF ITS ESSENTIAL PURPOSE AND CAUSE A CONSEQUENTIAL LOSS). CUSTOMER ACKNOWLEDGES THAT FIN COMPLIANCE HAS ENTERED INTO THIS AGREEMENT IN RELIANCE UPON THE LIMITATIONS OF LIABILITY IN THIS SECTION 9(C) AND THAT SUCH LIMITATIONS OF LIABILITY FORM AN ESSENTIAL BASIS OF THE BARGAIN BETWEEN THE PARTIES.

D. NOTWITHSTANDING ANYTHING TO THE CONTRARY, FIN COMPLIANCE SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY CONTENT POSTED BY ANY USER.

10. **INDEMNIFICATION.** FIN Compliance shall indemnify Customer and its officers, directors, and employees (each, a "**Customer Indemnitee**") and pay any resulting costs and damages actually awarded out of any claim, demand, suit, loss cost, damages, or proceeding ("**Claim**") made or brought against a Customer Indemnitee by a third party alleging that the use of the Services infringes or misappropriates the intellectual property rights of a third party. Customer shall defend, indemnify and hold harmless FIN Compliance and its officers, directors, and employees (each, an "**FIN Compliance Indemnitee**") and pay any resulting costs and damages arising out of any claim, demand, suit, loss cost, damages, or proceeding ("**Claim**") made or brought against an FIN Compliance Indemnitee by a third party alleging that the use of the Customer Data or Customer Systems infringes or misappropriates the intellectual property rights of a third party or arising from any content posted by a User.

## 11. GENERAL PROVISIONS

A. Surviving Sections. Sections 2 (Fees), 5 (Disclaimer of Warranties), 6 (Data), 7 (Intellectual Property), 8 (Confidentiality), 9 (Limitation of Liability), 10 (Indemnification), and 11 (General Provisions) shall survive termination of this Agreement.

B. Modifications. FIN Compliance reserves the right to modify these Terms and Conditions, at any time, by providing notice of such modified Terms and Conditions to Customer as set forth herein. Customer will be notified via email or other notification through the Site or Services of the modified Terms and Conditions prior to the effective date of the modified Terms and Conditions. Unless otherwise expressly set forth in an Order Form, the modified Terms and Conditions will be deemed accepted and become effective thirty (30) days after the effective date of such notice unless Customer provides FIN Compliance written notice of rejection of the modifications during such thirty (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 FIN Compliance and replace the prior version of the Terms and Conditions in its entirety.

C. Successors and Assigns. Neither party will assign its rights or delegate its obligations under this Agreement without the other party's prior written consent, and absent such consent, any purported assignment or delegation will be null, void, and of no effect. Notwithstanding the foregoing, either party may, without the written consent of the other party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its assets or in connection with a merger, change in control, stock sale or other similar transaction. The Agreement is binding upon, and will inure to the benefit of, the parties hereto and their respective permitted successors and assigns.

D. Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of the Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

E. No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right.

F. Relationship of the Parties. The parties are independent contractors. The Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the parties, and neither party shall have the authority to contract for or bind the other party in any matter whatsoever.

G. Subcontractors. FIN Compliance may from time to time in its discretion engage subcontractors to perform certain services and shall be responsible for the services provided by such subcontractors in connection with the terms of this Agreement.

H. Force Majeure. Whenever performance of the Services is substantially prevented beyond FIN Compliance's reasonable control, including without limitation, acts of God, acts of government, pandemics, epidemics, flood, fire, earthquakes, civil unrest, acts of terror, strikes or other labor problems, or Internet service provider failures or delays such performance shall be excused and these Terms and Conditions deemed suspended during the continuation of such circumstance.

I. Notices. All notices, requests, and other communications hereunder have binding legal effect only if in writing and addressed to a party at the contact information specified in the applicable Order Form. Notices sent in compliance with this section will be deemed effectively given (i) when



received, if sent by a nationally recognized overnight courier, or (ii) when sent, if by email, in each case with confirmation of transmission.

J. Equitable Relief. Each party acknowledges and agrees that a breach of such party's obligations under Section 7 (Intellectual Property) and Section 8 (Confidentiality) would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach, the other party will be entitled to seek equitable relief that may be available from any court, without any requirement to post a bond or security. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

K. Publicity and Feedback. Customer agrees FIN Compliance may use Customer's name, logo and profile for marketing programs, including, but not limited to, collateral, advertising and website references, provided that Customer may revoke such authorization at any time in writing to FIN Compliance. To the extent Customer responds to FIN Compliance's reasonable requests for feedback and case studies related to use of the Services, then Customer grants FIN Compliance an irrevocable, perpetual, non-exclusive, royalty free license to use, exploit, and make derivative works from such feedback and information for any lawful purpose.

L. Conflicts. If any provision of a Order Form conflicts with any provision in these Terms and Conditions, the provisions of the Order Form shall take precedence.

M. Entire Agreement. The Agreement executed by the parties, together with all schedules and addenda hereto or incorporated by reference, constitute the entire agreement between the parties and supersedes all prior proposals or representations, contracts or agreements, whether written or oral, regarding the Services. No additional terms, modifications, edits (whether hand-marked or set forth in an addendum or PO) will be valid or accepted or form part of this Agreement unless accepted in writing by both parties hereto.

N. Attorneys' Fees. To the extent not precluded by applicable state law, in the event that any action, suit, or other legal or administrative proceeding is instituted or commenced by either party hereto against the other party arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and court costs from the non-prevailing party.

O. Waiver of Jury Trial. TO THE EXTENT NOT PRECLUDED BY APPLICABLE STATE LAW, EACH PARTY HEREBY IRREVOCABLY WAIVES ALL RIGHT TO TRIAL BY JURY IN ANY PROCEEDING (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION OR AGREEMENT CONTEMPLATED HEREBY OR THE ACTIONS OF ANY PARTY HERETO IN THE NEGOTIATION, ADMINISTRATION, PERFORMANCE, OR ENFORCEMENT HEREOF.

P. Waiver. No delay or failure by either party to exercise any right or remedy under the Agreement will constitute a waiver of such right or remedy. All waivers must be in writing and signed by an authorized representative of the party waiving its rights. A waiver by any party of any breach or covenant shall not be construed as a waiver of any succeeding breach of any other covenant.

Q. Interpretation of Agreement. Both parties acknowledge and agree that the Agreement will not be construed more strictly against either party as a result of its participation in preparation of the Agreement. Each party acknowledges and represents that, in executing the Agreement, it has had the opportunity to seek advice from legal counsel and that the person signing on its behalf has read and understood all of the terms and provisions of the Agreement.

**APPENDIX A - DEFINITIONS**

1. **“Agreement”** shall have the meaning attributed on the first page of this document.
2. **“Consulting Services”** shall have the meaning attributed to it in Section 1(C).
3. **“Customer Administrators”** means the primary Customer contact(s) for communicating with FIN Compliance concerning Support or making any other request or providing any notice.
4. **“Customer Data”** means all electronic data or information provided to FIN Compliance in connection with the Services by Customer, and third parties on behalf of or pertaining to Customer.
5. **“Customer Systems”** shall have the meaning attributed to it in Section 4(B).
6. **“Documentation”** means FIN Compliance’s published guides, manuals, configuration documents, online help system, and other User and system materials made available to Customer. FIN Compliance reserves the right to add, delete, or modify the Documentation at any time.
7. **“Fees”** shall have the meaning attributed to it in Section 2.
8. **“Implementation Fees”** shall have the meaning attributed to it in Section 2.
9. **“Implementation Services”** shall have the meaning attributed to it in Section 1(B).
10. **“Intellectual Property Rights”** means any and all registered and unregistered rights granted, applied for or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection or other intellectual property rights laws, and all similar or equivalent rights or forms of protection, in any part of the world.
11. **“Malicious Code”** means any virus, sniffer, back door, worm, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents, or programs.
12. **“Service”** or **“Services”** means the right to use, on a subscription basis, one or more of the services identified on an applicable Order Form.
13. **“Service Effective Date”** means the date specified on any Order Form whereby FIN Compliance agrees to provide the Services to which the Customer has subscribed.
14. **“Subscription Fees”** shall have the meaning attributed to it in Section 2.
15. **“Order Form”** or **“Order Form”** shall mean the document by which Customer orders any Services; each Order Form will incorporate these Terms and Conditions.
16. **“Terms and Conditions”** has the meaning attributed to it on the first page of this document.
17. **“Users”** means individuals who are authorized by Customer to use the Services on behalf of and for the benefit of Customer only, and who have created an account in the Services or have been supplied user identifications and passwords.