FloQast Master Software Services Agreement

This FloQast Master Software Services Agreement (the "**Agreement**") is between the "**Customer**" defined below and FloQast, Inc., a Delaware corporation with its principal place of business at 14721 Califa Street, Los Angeles, CA 91411 ("**FloQast**"). This Agreement and the order(s) entered to hereunder (each an "**Order**") state the terms and conditions which govern your use of the Services.

Customer: the entity that signed the Order(s) into which this Agreement is incorporated.

Recital: FloQast is a software-as-a-service company that offers its customers an accounting workflow management platform and related services.

1. **THE SERVICES**.

    a. The "**Services**" consists of (a) the software as made available by FloQast (the "**Software**"), (b) technical support services, and (c) implementation services.

    b. **Users**. The Software is made available on a "User" basis. Each Order executed by the parties states the maximum number of Customer Users that may use the Software. Customer may not share User subscriptions between individuals during a subscription/order term; however, Customer may transfer a User subscription from one individual to another if the first individual leaves the employ of Customer or no longer needs to access the Services for the reasonably foreseeable future.

    c. **FloQast Remind**. If Customer licenses FloQast Remind (as set forth on the applicable Order) or as made available to Customer on the Software, Addendum One – Remind, attached hereto and incorporated herein by this reference, shall apply to the same.

    d. **Support Services and Implementation Services**. The "**Support Services**" are described at https://floqast.com/docs/FloQast-SLA-102621.pdf, and the statement of work for "**Implementation Services**" are described at https://floqast.com/docs/FQ_Implementation_SOW_041521.pdf.

    e. **Permitted Use.** Customer may use the Services purchased by each Order to support its internal business operations during the term stated on each Order and any renewal agreed to by the parties.   Customer may not use the Services for any other purpose.

    f. **Client Accounting Services.** Unless specifically set forth in the applicable Order, Customer may not use the Services for client accounting services ("**CAS**"); CAS customers are subject to specific Service pricing.

2. **TERM**. The initial term for the Services will be that which is stated on the Order Form.

3. **WARRANTIES**.

    a. **Mutual Warranties**. Each party warrants that:
        i.   it has the authority to enter into this Agreement; and,
        ii.   in connection with its performance of this Agreement, shall comply with all laws applicable to it related to data privacy, international communications and the transmission of technical or personal data.

    b. **FloQast Warranties**.

        i.   **Software Operation**. The Software will operate in all material respects in accordance with the documentation that is provided with the Software (the "**Documentation**").

        ii.   **Software Availability**.   FloQast will make the Software available as stated in the Service Level Agreement posted at https://floqast.com/docs/FloQast-SLA-102621.pdf.

        iii. **No Malicious Code**. FloQast warrants that to the best of its knowledge, the Software does not contain any malicious code. FloQast further warrants that it will not knowingly introduce any malicious code into the Software.

        iv.   **Implementation Services**. FloQast will perform the Implementation Services in a diligent, professional manner.

        v.   **Customer Data**. All information that Customer uploads to the Software shall be considered "**Customer Data**". FloQast will maintain commercially reasonable administrative, physical, and technical safeguards for the protection and security of any Customer Data managed, stored, and processed by the Software and create backups in accordance with its disaster recovery policy, available at www.floqast.com/docs/Disaster-Recovery.pdf.

        vi.   **Processing, CCPA**. Subject to Section 3(e), FloQast shall process all Customer Data in accordance with all applicable laws. Without limiting the foregoing, FloQast shall comply with (A) the law commonly known as GDPR as a "processor" where Customer is the

"controller"; and (B) and the law commonly known as the CCPA as a "service provider." The foregoing warranty shall not be a transfer of any obligations Customer may have under such laws; Customer shall remain responsible for its own compliance with such laws.

CCPA: FloQast acknowledges and confirms that it does not receive any personal information from Customer as consideration for any services or other items provided to Customer. FloQast agrees to refrain from taking any action that would cause any transfers of personal information to or from FloQast to qualify as a sale of personal information under the CCPA. FloQast shall not retain, use, or disclose any personal information provided by Customer except as necessary for the specific business purpose of performing the Services to Customer pursuant to this Agreement or otherwise as permitted by the CCPA.

c. **Warranty Remedies**. Customer must promptly report deficiencies in writing to FloQast, but no later than thirty (30) days of the first date the deficiency is identified by Customer.

The remedies set forth in this subsection shall be Customer's sole remedy and FloQast's sole liability for breach of these warranties subject to Customer's option to terminate the Agreement in accordance with Section 10 hereto.

d. **DISCLAIMER, GENERAL**. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FLOQAST MAKES NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICE AND/OR RELATED DOCUMENTATION. FLOQAST DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. INTERNET-BASED SERVICES ARE INHERENTLY SUBJECT TO THIRD PARTY BAD ACTOR INTERFERENCE; FLOQAST SHALL HAVE NO LIABILITY FOR THIRD PARTY BAD ACTORS TO THE EXTENT FLOQAST HAS NOT BREACHED ITS OBLIGATIONS HEREIN. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO CUSTOMER IN CONNECTION WITH THE PROVISION OF THE SERVICES.

e. **DISCLAIMER, INTENDED USE.** CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES ARE NOT INTENDED FOR (AND FLOQAST SHALL NOT BE LIABLE FOR) PROCESSING DATA SUBJECT TO THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT PERSONAL HEALTH INFORMATION ("**PHI**") GENETIC OR BIOMETRIC INFORMATION, SOCIAL SECURITY NUMBERS OR SIMILAR GOVERNMENT IDENTIFIERS, CONSUMER CREDIT CARD INFORMATION, INFORMATION REGARDING SEXUAL PRACTICES OR ORIENTATION, RELIGIOUS OR PHILOSOPHICAL BELIEFS, RACIAL OR ETHNIC ORIGIN, POLITICAL OPINIONS, HOME ADDRESSES, OR GEOLOCATION DATA ENTERED INTO THE SERVICES.

4. **CUSTOMER OBLIGATIONS**.

a. **Users.** Customer shall be liable for its Users' use of the Services.

b. **Data.** Customer shall not send or store data on the Software which violates the rights of any individual or entity established in any jurisdiction.

c. **Content.** Customer shall not upload any information or content that contains viruses, worms, time bombs, Trojan horses or other harmful or malicious code, files, scripts, programs or data.

d. **Commercial Networks.** Customer shall not interfere or disrupt networks connected to the Software, circumvent or otherwise interfere with any FloQast security, or interfere with other's ability to access or use the Services.

e. **Obscenity.** Customer shall not to distribute, promote or transmit through the Services any unlawful, harmful, obscene, pornographic or otherwise objectionable material of any kind or nature, or any material that encourages conduct that could constitute a criminal offense or give rise to civil liability.

f. **FloQast, No Monitoring Obligation.** FloQast may from time to time, monitor Customer's use of the Services; however, Customer acknowledges and agrees that FloQast is not obligated to monitor Customer's use of the Services, and FloQast neither endorses the contents of any Customer communications, User data, or Customer Data nor assumes any responsibility for the same.

g. **Authority to Customer Data.** Customer represents and warrants that Customer has the right to disclose, transmit, or provide Customer Data to FloQast for processing and use in accordance with this Agreement, and that Customer has provided any required notices and obtained any required consents and approvals from Users and other third parties prior to the provision of such information to FloQast and the use of such information by FloQast as contemplated by this Agreement.

h. **Export**. Customer acknowledges that the Services are subject to the export rules, laws, regulations, controls, and restrictions ("**Export Laws**") and agrees that it shall fully abide by and comply with the Export Laws, such as not exporting the Services to a person, entity, or country to which exporting the Services is prohibited by the Export Laws.

5. **CUSTOMER DATA & FLOQAST INTELLECTUAL PROPERTY**.

   a. **FloQast Use of Customer Data**. FloQast may use any Customer Data to only provide and improve the Services.

   b. **International Data Transfer.** To the extent that Customer Data is exported from Europe to the U.S. to perform the Services, the same shall be subject to FloQast's Data Processing Addendum, available at https://floqast.com/wp-content/uploads/2021/03/FloQast-Standard-DPA.pdf .

   c. **Analysis.** FloQast may (i) compile statistical and other anonymized information related to the performance, operation and use of the Services, and (ii) use data from the Services in an anonymized, aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "**Service Analyses**"). FloQast may make Service Analyses publicly available; however, Service Analyses will not incorporate Customer Data, Personal Data or Confidential Information in a form that could serve to identify Customer or any individual. FloQast retains all intellectual property rights in Service Analyses.

   d. **FloQast's Intellectual Property**. Customer acknowledges that FloQast and its licensors own all intellectual property rights in and to the Software and any updates thereto (including those based on Feedback, as defined below). Customer agrees that the only rights it has to the Services are those expressly granted by this Agreement and each Order. Customer agrees that (i) it shall not resell, distribute, disclose, demonstrate, or otherwise make the Software or the Documentation available or accessible to any third party, including FloQast competitors and investment firms and, and (ii) it shall not attempt to reverse engineer or discover the source code of the Software.

   e. **Third Party Applications**. Additionally, the Services may include integration with third party software where Customer stores its data (*e.g.*, Google Drive, Microsoft Excel) (collectively, "**Third Party Applications**"). Customer is responsible for securing licenses for Third Party Applications. Customer acknowledges and agrees that FloQast is not responsible for, and has no obligation to control, monitor, or correct, Third Party Applications. FloQast disclaims all liabilities arising from or related to Third Party Applications. Customer acknowledges that: (i) the nature, type, quality and availability of Third Party Applications may change at any time during the term; and (ii) features of the Services that interoperate with Third Party Applications such as Google™, and Box™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). FloQast may need to update, change or modify the Services as a result of a change in, or unavailability of, such Third Party Applications or APIs.

6. **PAYMENT & TAXES**.

   a. Customer agrees to pay invoices from FloQast as set forth in the applicable Order based on the date it receives each invoice. If Customer has a reasonable basis to dispute an invoice, Customer may withhold payment of the disputed portion until the dispute has been resolved provided that Customer (i) notifies FloQast in writing of the dispute within fifteen (15) days of its receipt of the invoice and (ii) works with FloQast in good faith and in a timely manner to resolve the dispute.

   b. Customer agrees that it shall pay all taxes which FloQast is obligated by law to collect from its customers in connection with the Services, such as sales tax.

7. **CONFIDENTIAL INFORMATION**.

   a. **Confidential Information**. During the course of our business relationship, the parties may disclose information to each other that the disclosing party (the "**Discloser**") considers to be its confidential or proprietary information ("**Confidential Information**"). Confidential Information includes information such as business plans, customer names, financial information, product information, the terms of this Agreement or any Order hereunder, methods and processes, pricing, the terms of any Order between the parties, the terms of this Agreement and customer information. If information is not marked as "confidential", it shall still be considered Confidential Information if a reasonable person would understand it to be confidential or proprietary under the circumstances of its disclosure.

   b. **Obligations**. The parties agree to not disclose the other's Confidential Information to any third party and to use no less than reasonable and appropriate measures to protect the Confidential Information from access by or disclosure to third parties.

   c. **Exceptions**. The obligations of the preceding section shall not apply to (a) information that is in the public domain through no acts or omissions of the party receiving it (the "**Receiver**"), (b) information that the Receiver already has in its possession without an obligation of confidentiality, and (c) information that the Receiver develops on its own without reference to the Discloser's Confidential Information.

   d. **Permitted Disclosures.** Additionally, the Receiver may disclose the Confidential Information (a) to its employees, contractors, legal advisors, and financial advisors with a need to know and who are under a confidentiality obligation with the Receiver that does not allow them to disclose the Confidential Information or, (b) as may be required by law or a legal process, provided that the Discloser is given an opportunity to challenge or narrow the disclosure requirement to the extent the Receiver is legally permitted to allow the Discloser to do so.

8. **DATA BREACHES; FloQast Remediation of Certain Unauthorized Disclosures**. In the event that any unauthorized access to or acquisition of personal data ("**Data Breach**") is directly caused by FloQast's breach of its security and/or privacy obligations under this Agreement, FloQast shall pay the reasonable and documented costs incurred by Customer in connection with the following items, up to three times (3x) the fees payable for the Services in the twelve (12) months preceding the Data Breach: (a) costs of any required forensic investigation to determine the cause of the breach, (b) providing notification of the security breach to applicable government and relevant industry self-regulatory agencies, to the media (if required by applicable Law) and to individuals whose Personal Data may have been accessed or acquired, (c) providing credit monitoring service to individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition for such individuals who elected such credit monitoring service, and (d) operating a call center to respond to questions from individuals whose Personal Data may have been accessed or acquired for a period of one year after the date on which such individuals were notified of the unauthorized access or acquisition. NOTWITHSTANDING THE FOREGOING, OR ANYTHING IN THE AGREEMENT TO THE CONTRARY, FLOQAST SHALL HAVE NO RESPONSIBILITY TO PAY COSTS OF REMEDIATION THAT ARE DUE TO THE NEGLIGENCE, WILLFUL MISCONDUCT AND/OR MISUSE OF THE SERVICES BY CUSTOMER OR ITS EMPLOYEES, AGENTS OR CONTRACTORS. Except to the extent of FloQast's gross negligence or willful misconduct, FloQast shall not be required to incur, cumulatively (not specifically attributable to Customer), expenses or liabilities in excess of $1,000,000.

9. **INDEMNIFICATION**.

   a. **IP Claims**. FloQast shall defend, indemnify, and hold harmless Customer against any loss, damage or costs (including reasonable attorney's fees) in connection with claims, demands, suits or proceedings ("Losses") made or brought against Customer by a third party alleging that the Services as contemplated hereunder infringe the intellectual property rights of the third party ("**IP Claim**"); provided, however, that Customer (a) promptly provides written notice to FloQast following its receipt of the IP Claim, (b) gives FloQast sole control of the defense and settlement of the IP Claim, and (c) provides to FloQast, at FloQast's cost, all reasonable assistance with the IP Claim as FloQast may reasonably request.

   FloQast shall have no obligations for any IP Claim that is based on (a) a modification of the Services by Customer, its employees, agents or contractors not pre-authorized by FloQast; (b) use of the Services in a manner inconsistent with the Documentation; or (c) a combination of the Services with a third party product other than those stated in the Documentation as being required or compatible with the Services.

   If Customer's use of the Services is enjoined or if FloQast reasonably believes it will be enjoined, FloQast shall either (a) obtain the right for Customer to continue to use the enjoined component(s), (b) replace the enjoined components with non-infringing components, or (c) if neither of the preceding options are commercially reasonable for FloQast to provide, then FloQast may terminate the Services and refund to Customer any unused Services fees as of the date of the termination.

   This section states FloQast's entire obligation and Customer's sole remedy in connection with an IP Claim.

   b. **Claims Against FloQast**. Customer shall defend, indemnify, and hold harmless FloQast against Losses made or brought against FloQast by a third party or government entity alleging liability arising from Customer's use of Customer Data ("**Customer Claim**"); provided, however, FloQast agrees that it shall (a) promptly provide written notice to Customer following its receipt of the Customer Claim, (b) authorize Customer to assume sole control of the settlement of the Customer Claim, and (c) provide Customer with such assistance with the Customer Claim as Customer may reasonably request.

   c. **Settlements**. FloQast may not settle an IP Claim and Customer may not settle a Customer Claim without the other's consent if the settlement would require the party being defended to (i) pay any amounts not reimbursable to the defended party by the other party or, (ii) require the defended party to make an admission of wrongdoing or fault.

10. **LIMITATION OF LIABILITY FOR DAMAGES**. The parties agree that their liability to the other for damages in event of a breach of this Agreement or an Order shall be as follows:

   a. **DIRECT DAMAGES ONLY**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR CONSEQUENTIAL, INDIRECT, OR PUNITIVE DAMAGES, HOWEVER ARISING AND WHETHER OR NOT FORESEEABLE (THE "DIRECT DAMAGES LIMIT").

   THE DIRECT DAMAGES LIMIT SHALL <u>NOT</u> APPLY WITH RESPECT TO:
   i. EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT;
   ii. EITHER PARTY'S INFRINGEMENT OF INTELLECTUAL PROPERTY; OR
   iii. EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN.

   b. **GENERAL MONETARY LIMIT**. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR DAMAGES OF ANY KIND IN AN AMOUNT GREATER THAN THE FEES PAID OR OWED FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE CAUSE OF ACTION (THE "MONETARY LIMIT").

   THE MONETARY LIMIT SHALL <u>NOT</u> APPLY WITH RESPECT TO:
   i. EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT,

ii.   EITHER PARTY'S INFRINGEMENT OF INTELLECTUAL PROPERTY
iii.   EITHER PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH HEREIN,
iv.   EITHER PARTY'S MISUSE OF THE OTHER PARTY'S CONFIDENTIAL INFORMATION
v.   INDEMNIFICATION OF GOVERNMENT FINES RESULTING FROM VIOLATION OF LAW; OR
vi.   EITHER PARTY'S LEGAL FEES ASSOCAITED WITH ENFORCING ITS RIGHTS HEREUNDER.

c.   THE LIMITATIONS SET FORTH IN THIS SECTION 10 SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

11. **TERMINATION**.

a.   **Termination**. Either party may terminate this Agreement or an Order for a breach of this Agreement or the Order if the breaching party does not cure the breach within thirty (30) days of its receipt of written notice of the breach. In the event of termination due to breach by FloQast pursuant to the previous sentence, Customer will be entitled to a pro rata refund of all unused license fees as of the date of termination. The foregoing shall be Customer's sole and exclusive remedy with respect to a breach of the warranties set forth in Section 3 above.

b.   If this Agreement is terminated but Orders are still in effect, this Agreement will continue to govern those Orders. If an Order is terminated, then Customer must cease using the Services on the effective date of the termination and must promptly destroy any login credentials to the Services it possesses associated with the terminated Order and require its contractors that may be using the Services to do the same. Upon Customer's request, FloQast will promptly return Customer's Confidential Information, other than as may be retained in its routine data back-up files.

12. **GENERAL TERMS**.

a.   **Survival.** Those provisions in this Agreement, which, by their nature, are intended to survive the termination of this Agreement, including, without limitation, Sections 7 (Confidential Information), 9 (Indemnification), and 10 (Limitation of Liability for Damages), shall so survive.

b.   **Plain Language**. The parties confirm that they intend for the plain language of this Agreement and all Orders to clearly and unambiguously express their intent at the time of contracting. Implied meaning or interpretation that is not reasonably evident from the plain language of this Agreement or an Order shall have no legal effect. Each use of "includes", "including", or "such as" shall mean "includes, without limitation", "including without limitation, or "such as, without limitation", respectively. Each use of "section" means "section of this Agreement". Section headings are provided for convenience and have no independent meaning.

c.   **Purchase Orders**. If Customer issues purchase orders to FloQast under this Agreement or in connection with an Order (each, a "**PO**"), they shall only serve to confirm the applicable quantities and prices and Customer's commitment of funds to the purchase. No terms on the PO shall apply or be of any legal effect. FloQast may reject a PO if it is incorrect or inaccurate.

d.   **Governing Law**. Any legal dispute regarding this Agreement shall be governed by the law of California, without giving effect to any conflict of laws principle that would require using the law of a different state. Any actions for breach or equitable relief under this Agreement or an Order may only be brought in the state or federal courts of Los Angeles County in the state of California.

e.   **Assignment**. Except in connection with a change of control or a sale of assets, neither party may assign this Agreement or an Order without the written consent of the other, which may not be unreasonably withheld. Any attempted assignment in conflict with the preceding sentence shall be considered ineffective and void.

f.   **Waiver and Severability**. A party's failure to enforce its rights under this Agreement may not be construed as a waiver of its right to do so. If a provision of this Agreement or an Order is found to be unenforceable, (i) it shall be enforced to the extent possible to effectuate the parties' intent and (ii) the other provisions of the Agreement or Order shall remain in full force and effect without modification.

g.   **Relationship of the Parties**. This Agreement and the Orders are between two independent entities and the parties agree that neither may act on behalf of the other.

h.   **Third Parties**. Customer may allow its contractors to use the Services, but if it does, it agrees that it shall be liable to FloQast for any acts and omissions of those contractors that, if done or not done by Customer, would be a breach of this Agreement or an Order. Except as stated in the previous sentence, there are no intended or implied third party beneficiaries of this Agreement or any Order.

i.   **Excused Performance**. Each party's performance under this Agreement or an Order will be excused for as long as the performance is made impracticable as a result of a "force majeure" event such as a natural disaster, accident, strike, external infrastructure failure, or the negligent or malicious acts of a third party.

j. **Notices**. Notices in connection with this Agreement shall be sent to the parties' addresses stated in this Agreement or Order and shall be sent by email or tracked US mail, from a nationally recognized delivery service such as UPS or FedEx or email with read receipts or an alternative form of confirming delivery and receipt of the email.

k. **Feedback**. If Customer provides feedback ("**Feedback**") to FloQast about the Services, including feature and roadmap requests, Customer agrees that FloQast may use that Feedback (less any Customer Confidential Information included in it) as it sees fit.

l. **Execution**. The parties may sign any Order or this Agreement simultaneously in two or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully signed agreement (in counterparts or otherwise) by email or electronic signature platform will be deemed sufficient to bind the parties to the terms and conditions of this Agreement and/or the applicable Order.

m. **Entire Agreement and Order of Precedence**. The parties agree that this Agreement and any Orders are the entire and exclusive set of terms governing the Services. No other oral or written communications, including POs, made prior to or at the time the parties sign this Agreement or an Order shall have any legal force or effect. Changes to this Agreement or an Order may only be made by a written amendment signed by both parties. In the event of a conflict or ambiguity between this Agreement and an Order, the terms of the Order shall take precedence and prevail.

Addendum One – ReMind (this "Addendum")

Recital. FloQast **"ReMind Services"** is an email service integrated into the FloQast platform, as more specifically described in the Documentation.

1. **Services**. The ReMind Services shall be deemed "Software" as set forth in the Agreement.

2. **Data Integrity.** Customer shall be solely responsible for the content, accuracy, and integrity of the Customer Data.

3. **Authority.** Customer represents and warrants that (1) it has collected and processed Customer Data (e.g., email addresses) in accordance with all applicable laws, (2) it has received all necessary consents and rights to provide Customer Data to FloQast for the purposes hereunder, and (3) the provision of Customer Data to FloQast does not violate and will not violate any law, agreement, or legal duty of Customer.

4. **Limited Use.** Customer shall not submit to FloQast any information which is not necessary for FloQast's performance of the ReMind Services.

5. **Indemnity**. In addition to any other indemnification obligations of Customer set forth in this Agreement, Customer shall defend, indemnify, and hold harmless FloQast from and against any and all Losses arising out of or related to a violation of any applicable law caused by Customer, including the CAN-SPAM Act. The limitations set forth in Section 10 of the Agreement (Limitation of Liability for Damages) shall not apply to these indemnity obligations.

6. **Prohibited Use, Spam**. FloQast strictly prohibits the sending of any unsolicited commercial email, commonly known as spam, using FloQast's ReMind Services. When sending emails via the ReMind Services, Customer agrees to import, access or otherwise use only permission-based email lists. Spam, as used herein, is any email sent by Customer to someone who has not given Customer their direct permission to contact them on the topic of the email. If Customer does not have explicit, provable and recent permission (obtained within the last 18 months) to contact recipients, FloQast reserves the right to suspend Customer's access to FloQast's email functionality. Customer agrees and warrants that it will not (1) engage in any spamming activity via the ReMind Services; (2) violate any U.S. or foreign spamming, junk mail or other related laws or regulations prohibiting or discouraging unsolicited e-mail; (3) mail to distribution lists, newsgroups, or spam email addresses; (4) access or otherwise use third-party mailing lists in connection with preparing or distributing unsolicited email to any third party; (5) use the ReMind Services to send content that links to or displays nudity, obscene content, gambling related content, payday lender related content, pharmaceutical related content, illegal software, or viruses; (6) use the ReMind Services for any unlawful purposes; (7) transmit or solicit any material that violates any applicable local, state, federal, and international laws and regulations (which may include material that is obscene, threatening, harassing, libelous); or (8) use the ReMind Services in any way that violates the intellectual property rights or any other rights of a third party.

7. **Relation to Agreement**. With respect to the ReMind Services, this Addendum shall control if in conflict with the Agreement. All other terms and conditions of the Agreement shall remain in full force and effect.

[End]