Master Subscription Agreement

This Master Subscription Agreement (the "**Agreement**") is the customer that is specified in the Order (as defined below) ("**Customer**") and FloQast, Inc., a Delaware corporation with its principal place of business at 14721 Califa Street, Los Angeles, CA 91411 ("**FloQast**").

1. **THE SERVICES**.

   a. **Services**. The "**Services**" shall consist of the accounting workflow management software owned by FloQast and the related technical support services. The Services shall be ordered by Customer pursuant to a services order executed by both parties ("**Order**"). Each Order shall include at a minimum the specific Services being purchased during the subscription term ("**Subscription Term**"), the number of Users (as defined below) and the associated Fees (as defined in Section 4) and shall be subject to the terms and conditions of this Agreement. Each Order is incorporated by this reference into, and governed by, this Agreement. Unless otherwise set forth in the Order or in this Agreement, each Order is non-cancellable and all sums paid are non-refundable.

   b. **Access**. Subject to Customer's compliance with the terms and conditions of this Agreement and the Order, FloQast grants to Customer the non-exclusive right to use the Services in accordance with this Agreement and agrees to make the Services available to Customer during the Subscription Term solely to support its internal business operations in accordance with this Agreement and the applicable Order.

   c. **Users**. The Services are made available on a per **"User"** basis. Customer may not share User subscriptions between individuals during the Subscription Term, provided that 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. "**Users**" shall be defined as Customer's employees, consultants, and contractors (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.

   d. **Affiliates**. Customer may allow employees or contractors of a Customer Affiliate (as defined below) to be Users provided that the number of Users set forth in the applicable Order is not exceeded. Customer shall remain responsible and liable for Customer Affiliates' compliance with this Agreement. An **"Affiliate"** shall mean an entity that controls, is controlled by, or is under common control with a party. Use of the term **"Customer"** in this Agreement shall be deemed to include Customer Affiliates as applicable. If during a Subscription Term, an Affiliate ceases to be an Affiliate as it is defined herein, Customer shall notify FloQast within thirty (30) days and shall procure that such Affiliate shall either enter into a separate Order and Master Subscription Agreement or ceases using the Services.

   e. **Implementation Services**.

      i. If FloQast is providing the "**Implementation Services**," then the scope of Implementation Services shall be as set forth in the statement of work available at https://floqast.com/docs/FQ_Implementation_SOW_041521.pdf.

      ii. If it is specified in the Order that a third-party consultant is providing the Implementation Services, then the scope of the Implementation Services and related fees shall be pursuant to a separate agreement directly between Customer and the third-party consultant and FloQast shall not be a party to any such agreement. Customer authorizes FloQast to share Customer's information with the third-party consultant as necessary to provide the Implementation Services. The third-party consultant's access to Customer's information will be revoked upon FloQast's receipt of Customer's written request.

   f. **Service Level Agreement.** The "**Service Level Agreement**" describes the technical support services and service levels which is attached hereto as Addendum One and incorporated herein by this reference.

2. **REPRESENTATIONS, WARRANTIES AND DISCLAIMERS**.

   a. **Mutual Warranties**. Each party agrees 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 applicable laws, including but not limited to:
         1. those laws and regulations related to data privacy, international communications and the transmission of technical or personal data.
         2. all laws against fraud, bribery, corruption, human trafficking, inaccurate books and records, inadequate internal controls, and money laundering, including the U.S. Foreign Corrupt Practices Act.

   b. **FloQast Warranties**. FloQast agrees that:

      i. **Performance**. The Services will operate in all material respects in accordance with the documentation located at https://help.floqast.com/hc/en-us (the "**Documentation**").

      ii. **Services Availability**. FloQast will make the Services available as stated in the Service Level Agreement.

iii. **Virus Protection**. FloQast will employ industry-standard measures to detect and remediate viruses, Trojan horses, worms, logic bombs or other harmful code or programs in the Services that are designed to negatively impact operation or performance.

iv. **Implementation Services**. If FloQast is providing the Implementation Services pursuant to Section 1.e.i., then FloQast will perform the Implementation Services in a diligent, professional manner.

v. **Security Measures**. FloQast will maintain commercially reasonable administrative, physical, and technical safeguards for the protection and security of any Customer Data (as defined below) managed, stored, and processed by the Services in accordance with the security measures attached hereto as Addendum Two and incorporated herein by this reference ("**Security Measures**"). In addition, FloQast will create backups in accordance with its disaster recovery policy, available at https://floqast.com/wp-content/uploads/2024/01/Disaster-Recovery-Policy-20230727.pdf.

vi. **Data Processing Addendum ("DPA")**. Subject to Section 2.b.vii, FloQast shall process all Personal Data (as defined in the DPA) provided by Customer in accordance with the DPA located at https://floqast.com/wp-content/uploads/2023/08/FloQast-DPA-20230830.pdf.

vii. **INTENDED USE DISCLAIMER.** Customer acknowledges and agrees (i) that the Services shall and will not be used for hosting and storing health information pursuant to Art. 9 GDPR, 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 (other than IP address) (together **"Sensitive Data"**) and (ii) not to upload Sensitive Data to the Services. Customer will instruct Users accordingly not to upload Sensitive Data to the Services or otherwise process Sensitive Data in connection with the Services; this shall not apply in the case of and to the extent the intended use of the Services requires the processing of such data to comply with mandatory applicable law.

c. **Customer Warranties.**

i. **Customer Data.** "**Customer Data**" shall mean all data, content and other information that Customer uploads to the Services. Customer shall not send or store data in the Services which violate the rights of any individual or entity. Customer will provide FloQast with timely access to Customer Data and other required information and materials of Customer that is necessary for FloQast to provide the Services.

ii. **Users.** Customer shall be responsible and liable for its Users' (including its Affiliates' Users) use of the Services and their compliance with the terms and conditions of this Agreement. Customer shall safeguard any and all User access credentials (including login information, passwords, and security protocols and policies) used to access the Services. Customer will immediately notify FloQast if it learns of any unauthorized use of any access credentials.

iii. **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.

iv. **Restrictions on Use**. Customer agrees not to and not to allow third parties to use the Services: (i) to generate or facilitate unsolicited bulk emails; (ii) to violate, or encourage the violation of, the legal rights of others; (iii) for any unlawful, invasive, infringing, defamatory or fraudulent purpose; (iv) to interfere with, alter, disable, or circumvent any aspect of the Services; (v) to test or reverse engineer the Services in order to find limitations or vulnerabilities (except permitted by mandatory law, such as Sec. 69e Act on Copyright and Related Rights (*Urhebergesetz*)); (vi) to store, transmit, or make available content that is infringing, libelous, unlawful, or tortious; for illegal, threatening, or offensive uses, or for similarly objectionable purposes, such as propagating hate or violence or causing harm to others or to FloQast's reputation; (vii) to attempt to gain unauthorized access to the Services or any related systems, including those of FloQast's subcontractors and other customers or users; (viii) to copy the Services, or any part, feature, function or user interface thereof; (ix) to build similar or competitive products or services; or (x) for third party client accounting services unless specifically permitted in the applicable Order.

v. **No Monitoring Obligation.** FloQast may monitor Customer's use of the Services solely to confirm the quantity of Users, track feature usage and provide technical support services to Customer. 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 or Customer Data nor assumes any responsibility for the same.

vi. **Customer Data Obligations.** 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 FloQast's use of such Customer Data as permitted by this Agreement. Customer is solely responsible for the content, accuracy, and integrity of the Customer Data.

vii. **Export Compliance**. Customer represents that it is not: (1) named on any U.S. government list of persons or entities prohibited from receiving or making exports or otherwise restricted from doing business with any U.S. company (including, but not limited to the U.S. Commerce Department's Denied Persons, Entity, and Unverified Lists, the U.S. Treasury Department's list of Specially Designated Nationals and Consolidated Sanctions, etc.); (2) providing services from or in cooperation or collaboration with (a national or resident of) any embargoed or terrorist-supporting country; (3) exporting or re-exporting any export-controlled items (inclusive of materials, information, technology, etc.) in violation of United States government or agency requirements; and (4) otherwise in violation of any export or import restrictions, laws or regulations of any United States or foreign agency or authority. Customer and its agents will not access or use the Services or any part thereof in violation of any U.S. or international export compliance embargo, prohibition or restriction.

d. **GENERAL DISCLAIMER**. EXCEPT AS EXPRESSLY PROVIDED HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS IS" AND FLOQAST MAKES NO OTHER 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 SERVICES AND THE DOCUMENTATION. FLOQAST DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR FREE OR UNINTERRUPTED. FLOQAST SHALL HAVE NO LIABILITY FOR SERVICES DISRUPTIONS CAUSED BY THIRD PARTY BAD ACTORS OR OTHERWISE DUE TO CIRCUMSTANCES BEYOND FLOQAST'S CONTROL 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.

3. **INTELLECTUAL PROPERTY**.

a. **Use of Customer Data**. As between Customer and FloQast, Customer owns all right, title and interest in and to the Customer Data. Customer grants FloQast a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the Subscription Term to use the Customer Data solely to provide the Services.

b. **FloQast's Intellectual Property**. Customer acknowledges that FloQast and its licensors own all intellectual property rights in and to the Services 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 Services or the Documentation available or accessible to any third party (other than Customer's agent that is subject to confidentiality obligations), and (ii) it shall not attempt to reverse engineer or discover the source code of the Services (except permitted by mandatory law, such as Sec. 69e Act on Copyright and Related Rights (*Urhebergesetz*)). FloQast reserves all rights in the Services not expressly granted in this Agreement.

c. **Third Party Applications**. Some features of the Services require integration with third party software licensed by Customer where Customer stores its data (*e.g.*, Google Drive, Microsoft Excel) (collectively, "**Third Party Applications**"). Customer is responsible for securing and maintaining licenses for such Third Party Applications. Customer acknowledges and agrees that FloQast is not responsible for, and has no obligation to, and FloQast agrees it shall not, use, control, monitor, or correct Third Party Applications, except that FloQast may call the APIs of the Third Party Applications solely as necessary to provide the Services. Any exchange of Customer Data between Customer and the Third Party Application is solely between Customer and the Third Party Application provider and FloQast shall in general not be liable for any harm to (i) Customer Data; (ii) the transfer of Customer Data between the Third Party Applications and the Services; or (iii) the integration between the Third Party Application and the Services, in each case, caused by Customer or the Third Party Application. Only in case and to the extent FloQast is at fault for such harm, FloQast shall be liable as set out in section 7 below. Customer acknowledges that: (i) the nature, type, quality and availability of Third Party Applications may change at any time during the Subscription Term; and (ii) features of the Services that interoperate with Third Party Applications 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.

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

4. **PAYMENT AND TAXES**.

a. Customer agrees to pay the fees set forth in invoices from FloQast as set forth in the applicable Order ("**Fees**"). If Customer has a reasonable basis to dispute an invoice, then 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 thirty (30) days of its receipt of the invoice, (ii) works with FloQast in good faith and in a timely manner to resolve the dispute, and (iii) timely pays the undisputed portion of the invoice.

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, excluding any tax based on FloQast's income, gross receipts, business and occupation tax, and employment-related taxes. Taxes shall be included on the applicable invoice to the extent that FloQast is aware of the relevant taxes in the applicable jurisdiction.

5. **CONFIDENTIAL INFORMATION**.

   a. **Confidential Information**. During the term of this Agreement, each party (a "**Discloser**") may disclose information to the other party (a "**Receiver**") that Discloser considers to be its confidential or proprietary information ("**Confidential Information**"). Confidential Information includes but is not limited to information such as business plans, strategies, forecasts, projections, business structures, operations, systems, financial information, product information, the terms of this Agreement or any Order, methods and processes, pricing, and information regarding personnel, customers, clients and suppliers. 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. All Customer Data shall constitute Confidential Information of Customer.

   b. **Obligations**. Receiver agrees not to use or copy any Confidential Information except to the limited extent necessary to perform its obligations or exercise its rights under this Agreement and to not disclose the Discloser's Confidential Information to any third party. Receiver agrees to use at least the same degree of care that it uses to protect its own confidential information of a similar nature, to protect the Confidential Information from access by or disclosure to third parties, but in no event less than commercially reasonable efforts. Receiver is liable and responsible for any use or disclosure of Confidential Information that would constitute a breach of this Section by any person or entity to whom or to which it provides, or provides access to, any Confidential Information, as if done by Receiver.

   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 Receiver, (b) information that the Receiver already has in its possession without an obligation of confidentiality, (c) information that Receiver develops on its own without use of or reference to Discloser's Confidential Information, and (d) was made available to the Receiver by a third party that was legally allowed to disclose the Confidential Information; provided that such third party had not received the Confidential Information directly or indirectly by the Receiver, and (e) has to be disclosed to public authorities or any other public institutions by law or court order, provided that the Receiver promptly informs the other party of such disclosure and uses its best efforts to limit the disclosure to the minimum necessary .

   d. **Permitted Disclosures.** Receiver may disclose the Confidential Information (a) to its employees, consultants, contractors, legal advisors, and financial advisors with a need to know and who are under a confidentiality obligation with the Receiver similar to the confidentiality obligations contained herein or, (b) as may be required by law or a legal process, provided that (i) the Receiver uses commercially reasonable efforts to notify the Discloser if legally permitted to do so; and (ii) Discloser is given an opportunity to challenge or narrow the disclosure requirement, at Discloser's sole cost and expense, to the extent the Receiver is legally permitted to allow Discloser to do so.

6. **INDEMNIFICATION**.

   a. **Claims Against Customer**.

      i. FloQast shall defend, indemnify, and hold harmless Customer against any loss, liability, damages, fines, penalties or costs (including reasonable attorney's fees) (**"Losses"**) in connection with claims, demands, suits or proceedings made or brought against Customer by a third party arising from (A) a claim that Customer's use of the Services in accordance with this Agreement infringes such third party's intellectual property rights ("**IP Claim**"), (B) FloQast's gross negligence or willful misconduct, or (C) FloQast's violation of applicable law (subsections (A), (B) and (C), collectively "**Claims**"); provided, however, that Customer (a) promptly provides written notice to FloQast following its receipt of a Claim, (b) gives FloQast sole control of the defense and settlement of the Claim, and (c) provides to FloQast, at FloQast's cost, all reasonable assistance with the Claim as FloQast may reasonably request.

      ii. 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 authorized by FloQast; (b) use of the Services in a manner inconsistent with the Documentation or this Agreement; or (c) a combination of the Services with a third party product other than those stated in the Documentation as being compatible with the Services.

      iii. 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 component(s) with non-infringing component(s), 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 prepaid, unused Fees as of the date of the termination. This Section 6.a. 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 arising from (i) use of Customer Data in accordance with this Agreement, (ii) Customer's use of the Services in violation of this Agreement; (iii) Customer's gross negligence or willful misconduct; or (iv) Customer's violation of applicable law (each a "**Customer Claim**"); provided, however, that FloQast (a) promptly provides written notice to Customer following its receipt of a Customer Claim, (b) gives Customer sole control of the defense and settlement of the Customer Claim, and (c) provides to Customer, at Customer's cost, all reasonable assistance with the Customer Claim as Customer may reasonably request.

c. **Settlements**. FloQast may not settle a 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.

7. **LIMITATION OF LIABILITY**.

a. Each Party's liability for damages caused by slight negligence, irrespective of its legal ground, shall be limited as follows:

    (i)   Each Party shall be liable up to the amount of the foreseeable damages typical for this type of contract due to a breach of material contractual obligations;

    (ii)   Each Party shall not be liable due to a slightly negligent breach of any other duty of care applicable.

b. The aforesaid limitations of liability shall not apply to any mandatory statutory liability, in particular to liability under the German Product Liability Act (*Produkthaftungsgesetz*), and liability for culpably caused injuries of life, body or health. In addition, such limitations of liability shall not apply if and to the extent a Party has assumed a specific guarantee (*Garantie*).

c. Sections 7.a and 7.b shall apply accordingly to each Party's liability for futile expenses.

d. Each Party shall be obliged to take adequate measures to avert and reduce damages.

8. **TERM AND TERMINATION**.

a. **Term.** This Agreement shall remain in effect until terminated by either party in accordance with this Section 8.

b. **Termination**. Either party may terminate this Agreement or an Order if the other party (i) fails to cure any material breach of this Agreement (including a failure to pay Fees) within thirty (30) days after written notice; (ii) ceases operation without a successor; or (iii) for good cause (*Kündigung aus wichtigem Grund*). Except where an exclusive remedy is specified, the exercise by either party of any remedy under this Agreement, including termination, will be without prejudice to any other remedies it may have under this Agreement, by law or otherwise. For any termination of this Agreement by Customer for cause in accordance with Section 8.b.i., Customer shall be entitled to a refund of any prepaid unused Fees for the Services as of the date of termination.

c. **Effect of Termination**. 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 or Affiliates that may be using the Services to do the same. FloQast will promptly return Customer's Confidential Information if Customer so requests within thirty (30) days of termination, other than as may be retained in its routine data back-up files.

d. **Suspension**. FloQast may suspend Customer's access to the Services if: (i) FloQast reasonably determines that Customer's use of the Services is in violation of the restrictions set forth in Section 2.c.iv. and such violation is causing immediate, material and ongoing harm to FloQast or others; or (ii) if Customer has failed to pay undisputed Fees set forth in an Order after receiving notice of nonpayment from FloQast and thirty (30) days to cure such nonpayment. FloQast shall use commercially reasonable efforts to provide written notice to Customer prior to any suspension, and any suspension will be to the minimum extent required, and of the minimum duration, to prevent harm until such violation of Section 2.c.iv. is remediated or until such payment is made.

9. **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 5 (Confidential Information), 6 (Indemnification), and 7 (Limitation of Liability), 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, regardless of when they are issued.

d. **Publicity.** FloQast may include Customer in its list of customers in private presentations for FloQast investors and prospective customers. If Customer desires to opt-out of this provision, Customer must fill out the following form: Opt Out Form. All other uses of Customer's name or logo must be approved by Customer in writing.

e. **Governing Law**. Any legal dispute regarding this Agreement shall be governed by the law of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of jurisdiction for all disputes arising directly or indirectly from this Agreement is Berlin, Germany.

f. **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. Any discounts extended to Customer in an Order shall not apply to any assignee of the Order unless approved by FloQast in writing.

g. **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. Should individual provisions of this Agreement, the respective Order Forms or other contractual documents ("**Contracts**") or of the provisions made under such Contracts be or become invalid or unenforceable, the validity of the remaining provisions of these Contracts shall not be affected thereby. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event that the Parties subsequently determine that Contracts are incomplete.

h. **Relationship of the Parties**. This Agreement and the Order(s) are between two independent entities and the parties agree that neither may act on behalf of the other.

i. **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.

j. **Excused Performance**. Each party's performance under this Agreement or an Order (except for Customer's failure to pay Fees due under 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.

k. **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 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.

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, 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.

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Addendum One

FLOQAST SERVICE LEVEL AGREEMENT

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1. **Uptime.** FloQast software will be available 99.5% of the time except for scheduled maintenance on a calendar month basis ("**Uptime**").

    a. Service availability for a given calendar month is calculated as a percentage using the following:

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(Total Time - Unplanned Downtime - Scheduled Maintenance Time)

_____   X 100

(Total Time - Scheduled Maintenance time)

</div>

    b. The following definitions shall apply:

        i. "**Total Time**" is the total minutes in a calendar month.

        ii. "**Unplanned Downtime**" is the total minutes that the Services were unavailable due to an unplanned outage in a given calendar month. Customer's inability to access the Services caused by Customer's Third Party Applications or internet connection is not considered Unplanned Downtime. Current application status and record of unplanned outages may be found here: https://status.floqast.com/

        iii. "**Scheduled Maintenance Time**" is the total minutes that the Services are unavailable due to planned maintenance in a given calendar month. Scheduled Maintenance shall not occur during the first week of any calendar month nor during our Support Hours (as defined below). All Scheduled Maintenance shall be communicated to Customer at least three (3) days in advance.

2. **Downtime Credits**.

    a. If FloQast fails to meet the Uptime as calculated in accordance with Section 1.a. above, downtime credits shall be available, as Customer's sole and exclusive remedy and at Customer's request, in accordance with the following ("**Downtime Credits**"):

Service Availability	Downtime Credit
<99.5% to 99.0%	10%
<99.0% to 95.0%	20%
<95.0% to 90.0%	30%
<90.0% to 80.0%	50%
<80.0%	100%

    b. Requests for Downtime Credits should be submitted in writing to support@floqast.com within thirty (30) days of the applicable calendar month. Written requests should include the applicable calendar month and the total Unplanned Downtime observed by the Customer. Downtime Credits may only be claimed if Customer has no amounts past due to FloQast.

    c. Approved Downtime Credits shall be applied as follows:

        i. on the next invoice on the current Order;
        ii. on the next invoice for a renewal Order; or
        iii. if there are no amounts remaining to be invoiced on the Order and no renewal Order, then FloQast shall issue a refund for the Downtime Credits within ninety (90) days of expiration of the Agreement.

d. In addition to any Downtime Credits, in the event that FloQast fails to meet the Uptime for (i) three (3) consecutive months or (ii) three (3) months in a six (6) month period, then Customer will have the right to terminate the applicable Order or this Agreement on written notice to FloQast and receive a refund of all prepaid unused Fees as of the date of termination.

e. This Service Level Agreement is subject to change upon notice to Customer, but no such change shall result in the Uptime being less than 99.5% nor shall there be any material reduction in Customer's other rights and remedies set forth in this Service Level Agreement.

3. **Technical Support Services**

a. Standard support provides customers with 24x7x365 access to the online FloQast HelpCenter at https://help.floqast.com/. The HelpCenter provides online knowledge base tools, articles, tips and tricks, and responses to frequently asked questions (FAQ).

b. Upon completion of the Implementation Services, customers may send technical and support questions via email to support@floqast.com, or initiate a support case via web form submission at https://help.floqast.com/hc/en-us/requests/new

c. **North America/South America Customers:** If the support request is received by the FloQast Support Team between the hours of 6:00 AM – 6:00 PM Pacific Time (the "**Support Hours**") on a weekday that is a non-US Federal Holiday (each, a "**Business Day**"), FloQast will respond within one (1) Support Hour for urgent priority tickets (as determined by FloQast Support Team) and eight (8) Support Hours for all other priority tickets. If the email is received by the FloQast Support Team at any other time, the initial response will be provided during the next Business Day.

d. **EMEA/APAC Customers:** If the support request is received by the FloQast Support Team between the hours of 9:00 AM – 6:00 PM London, UK local time (the "**Support Hours**") on a weekday that is a non-UK National Holiday (each, a "**Business Day**"), FloQast will respond within one (1) Support Hour for urgent priority tickets (as determined by FloQast Support Team) and eight (8) Support Hours for all other priority tickets. If the email is received by the FloQast Support Team at any other time, the initial response will be provided during the next Business Day.

SECURITY MEASURES

1. <u>Architecture, Data Segregation, and Data Processing</u>. The Services are operated within the AWS Cloud and are designed to segregate and restrict Customer Data access based on business need. The systems in the Services are designed upon the principle of least privilege where logical components reside in segregated AWS VPCs separated by stateful AWS security group firewalls and stateless Network ACLs. The architecture behind the Services provide effective logical data separation by use of Customer-specific encryption keys and unique identifiers. FloQast has implemented procedures designed to ensure that Customer Data is processed only as instructed by the Customer, throughout the entire chain of processing activities by FloQast and its Subprocessors (as defined in the DPA).

2. <u>Security Controls</u>. The Services include a variety of configurable security controls that allow FloQast customers to tailor the security of the Services for their own use. The Services provide several access control roles based on the organizational structure of each individual customer. All FloQast application security controls abide by OWASP and NIST standards. The Services integrate with several single sign-on providers, and where applicable, recommends use of single sign-on authentication in their configuration of the Services' security settings.

3. <u>Information Security Management Program</u>.

   a. FloQast maintains a comprehensive information security management program **("ISMP")** that contains administrative, technical, and physical safeguards that are appropriate for:

      i. The size, scope and type of FloQast's business;

      ii. The amount of resources available to FloQast;

      iii. The type of information that FloQast will store and process; and

      iv. The need for security and protection from unauthorized disclosure or access to such Customer Data. The ISMP is documented and updated based on changes in legal and regulatory requirements related to privacy and data security practices and industry standards applicable to the Services.

   b. FloQast's ISMP is designed to:

      i. Protect the integrity, availability, resilience, confidentiality, and security of all Customer Data;

      ii. Protect against the unauthorized disclosure or access of Customer Data in FloQast's possession;

      iii. Protect against accidental or unlawful destruction, damage, loss, or alteration of Customer Data; and

      iv. Safeguard information as set forth in any applicable local, state or federal regulations.

4. <u>Security Standards</u>. FloQast's ISMP includes adherence to and regular testing of the key controls, systems and procedures of its ISMP to validate that they are properly implemented and effective in addressing the threats and risks identified. Such testing includes:

   a. Internal risk assessments;

   b. External pen testing;

   c. NIST guidance; and

   d. SOC 1 Type II, SOC 2 Type II, ISO 27001 (or successor standards), audits performed annually by accredited third-party auditors (**"Audit Reports"**).

5. <u>Security Audit Reports</u>. FloQast provides its customers, upon their request, with copies of FloQast's then-current Audit Reports, including information as to whether the Audit Reports revealed any material findings in the Services, and if so, the nature of each finding.

6. <u>Assigned Security Responsibility</u>. FloQast assigns responsibility for the development, implementation, and maintenance of its ISMP, which includes:

   a. Designating a security official with overall responsibility; and

   b. Defining security roles and responsibilities for individuals with security responsibilities.

7.   Relationship with Subprocessors. FloQast conducts reasonable due diligence and security assessments of Subprocessors engaged by FloQast in the storing and/or processing of Customer Data and enters into agreements with Subprocessors that contain provisions similar or more stringent than those provided for in these Security Measures.

8.   Background Check. Unless prohibited by applicable law, FloQast performs background checks on any employees who are to perform material aspects of the Services or who have access to Customer Data.

9.   Security Policy, Confidentiality. FloQast requires all personnel with access to Customer Data to acknowledge in writing, at the time of hire, that they will comply with the ISMP and will protect Customer Data at all times.

10.   Security Awareness and Training. FloQast has mandatory security awareness and training programs for all FloQast personnel that address their implementation of and compliance with the ISMP.

11.   Disciplinary Policy and Process. FloQast maintains a disciplinary policy and process in the event FloQast personnel violate the ISMP.

12.   Access Controls.

   a.   FloQast has in place policies, procedures, and logical controls that are designed to:

      i.   Limit access to its information systems and the facility or facilities in which they are housed to properly authorized persons;

      ii.   Prevent personnel and others who should not have access from obtaining access; and

      iii.   Remove access on a timely basis in the event of a change in job responsibilities or job status.

   b.   FloQast institutes the following access controls designed to:

      i.   Ensure that only those FloQast personnel with an actual need-to-know will have access to any Customer Data;

      ii.   Ensure that all FloQast personnel who are granted access to any Customer Data are based on least-privilege principles;

      iii.   Require that user identifiers (**"User IDs"**) shall be unique and readily identify the FloQast personnel to whom it is assigned, and no shared or group User IDs shall be used for FloQast personnel to access any Customer Data;

      iv.   Ensure that password and other strong authentication controls are made available to FloQast customers, so that customers can configure the Services to comply with NIST guidance addressing locking out, uniqueness, reset, expiration, termination after a period of inactivity, password reuse limitations, length, expiration, and the number of invalid login requests before locking out a user; and

      v.   Ensure that periodic access reviews (which shall occur no less than quarterly) are performed so that only those FloQast personnel with access to Customer Data still require it.

13.   Physical and Environmental Security. FloQast utilizes cloud storage providers that maintain controls and provide reasonable assurances that access to physical servers at the production data center is limited to properly-authorized individuals and that environmental controls are established to detect, prevent, and control destruction due to environmental extremes. These controls include:

   a.   Logging and monitoring of unauthorized access attempts to the data center by the data center security personnel;

   b.   Camera surveillance systems at critical internal and external entry points to the data center;

   c.   Systems that monitor and control the air temperature and humidity at appropriate levels for the computing equipment; and

   d.   Uninterruptible power supply modules and backup generators that provide back-up power in the event of an electrical failure.

14.   Data Encryption.

   a.   Encryption of transmitted data: FloQast uses industry standard secure encryption methods to ensure all communications within the FloQast system is encrypted. All data is encrypted in transit using TLS 1.2 with ECDHE_RSA with P-256 as the key exchange and AES_128_GCM as the cipher.

   b.   Encryption of at-rest data: FloQast uses industry standard secure encryption methods designed to protect stored Customer Data at rest. FloQast utilizes transparent AWS EBS disk encryption, which uses the industry standard AES-256 encryption to secure all persisted live volume (disk) data. Encryption keys are managed by AWS KMS. Customer integration credentials, API keys and OAuth tokens are additionally encrypted at the application layer, using an application specific encryption key. Application-level encryption employs the authenticated AES-256-CBC cipher.

c.   Encryption of backups: FloQast utilizes transparent AWS EBS disk encryption, which uses the industry standard AES-256 encryption to secure all backup volume (disk) data.

15.   Disaster Recovery. FloQast maintains policies and procedures for responding to an emergency or a force majeure event that could damage Customer Data or production systems that contain Customer Data. Such procedures include:

a.   Data backups: FloQast maintains a policy for performing periodic backups of production file systems and databases to meet the Recovery Point Objective (**"RPO"**) described below;

b.   Disaster recovery: FloQast maintains a formal disaster recovery plan for the production environment designed to minimize disruption to the Services, which includes requirements for the disaster recovery plan to be tested on a regular basis (which currently occurs annually);

c.   RPO / RTO (as defined herein): RPO is no more than 1 hour and **"Recovery Time Objective"** is no more than twenty-four (24) hours;

d.   Business continuity plan: FloQast maintains a formal process to address the framework by which an unplanned event might be managed to minimize the loss of vital resources.

16.   Secure Development Practices. FloQast adheres to the following development controls:

a.   Development policies: FloQast follows secure application development policies, procedures, and standards that are aligned and in accordance with industry standard practices; and

b.   Secure design: FloQast employs a team of application engineers and developers responsible for the secure design and instrumentation of application and cloud development practices. FloQast develops technologies which ensure all application teams develop the Services in adherence to secure design practices.

c.   Training: FloQast provides those employees who are responsible for secure application design, development, configuration, testing, and deployment of the Services with external and internal security training relevant for their role.

17.   Malware Control. FloQast employs industry standard measures to detect and remediate viruses, Trojan horses, worms, logic bombs, or other harmful code or programs in the Services that are designed to negatively impact operation or performance.

18.   Data Segregation and Backups. FloQast maintains policies that ensure the following:

a.   Segregation of data: The Services include logical controls, including encryption, to segregate each customer's Customer Data from that of other customers; and

b.   Backups/archives: FloQast performs full backups of the database(s) containing Customer Data no less than once per day and archival storage on no less than a weekly basis on secure server(s) or on other commercially acceptable secure media.

19.   Vulnerability Management.

a.   FloQast maintains security measures to monitor the network and production systems, including error logs on servers, disks and security events for any potential problems. Such measures include:

i. Infrastructure scans: FloQast performs regular vulnerability scans on all infrastructure components of its production and development environment. Vulnerabilities are remediated on a risk basis. FloQast installs all medium, high, and critical security patches for all components in its production and development environment as soon as commercially possible;

ii. Application scans: FloQast performs regular application vulnerability scans. FloQast also performs application vulnerability scans after making any major feature change or architectural modification to the Services;

iii. External application vulnerability assessment: FloQast engages third parties to perform network vulnerability assessments and penetration testing on an annual basis (**"Vulnerability Assessment"**). Reports from FloQast's then-current Vulnerability Assessment, together with any applicable remediation plans, will be made available to customers on written request.

20.   Change and Configuration Management. FloQast maintains policies and procedures for managing changes to production systems, applications, and databases. Such policies and procedures include:

a.   A process for documenting, testing and approving the promotion of changes into production;

b.   A security patching process that requires patching systems in a timely manner based on a risk analysis; and

c.   A process for FloQast to perform security assessments of changes into production.

21. Secure Deletion. FloQast maintains policies and procedures regarding the deletion of Customer Data in compliance with industry best practices, applicable NIST guidance, and Data Protection Laws, taking into account available technology so that Customer Data cannot be practically read or reconstructed. Customer Data is deleted using secure deletion methods including digital shredding of encryption keys, wiping of electronic media, and hardware destruction in accordance with relevant guidelines.

22. Intrusion Detection. FloQast monitors the Services generally for unauthorized intrusions using traffic and activity-based monitoring systems. FloQast may analyze data collected by Users' web browsers (e.g., device type, screen resolution, time zone, operating system version, browser type and version, system fonts, installed browser plug-ins, enabled MIME types, etc.) for security purposes, including to detect compromised web browsers, to help customers detect fraudulent authentication events, and to ensure that the Services function properly.

23. Incident Management.

a.   FloQast has in place a security incident response plan that includes procedures to be followed in the event of any unauthorized disclosure of Customer Data caused by FloQast or its agents of which FloQast becomes aware to the extent permitted by applicable law (such unauthorized disclosure defined herein as a "**Security Breach**"). The procedures in FloQast's security incident response plan include:

i.   Roles and responsibilities: formation of an internal incident response team with a response leader;

ii.   Investigation: assessing the risk the Security Breach poses and determining who may be affected;

iii. Communication: internal reporting as well as a notification process in the event of a Security Breach;

iv.   Recordkeeping: keeping a record of what was done and by whom to help in subsequent analyses; and

v.   Audit: conducting and documenting a root cause analysis and remediation plan.

b.   FloQast typically notifies customers of significant system incidents by email to the listed admin contact, and for availability incidents lasting more than one hour. FloQast may invite impacted customers to join a conference call about the incident and FloQast's response.

24. Security Breach Management.

a.   Notification: In the event of a Security Breach, FloQast notifies impacted customers of such Security Breach within forty eight (48) hours. FloQast cooperates with an impacted customer's reasonable request for information regarding such Security Breach, and FloQast provides regular updates on any such Security Breach and the investigative action(s) and corrective action(s) taken.

b.   Remediation: In the event of a Security Breach, FloQast, at its own expense, (i) investigates the Security Breach, (ii) provides any affected customer with a remediation plan to address the Security Breach and to mitigate the incident and reasonably prevent any further incidents, (iii) remediates the effects of the Security Breach in accordance with such remediation plan, and (iv) reasonably cooperates with any affected customer and any law enforcement or regulatory official investigating such Security Breach.

25. Logs. FloQast provides procedural mechanisms that record and examine activity in information systems that contain or use electronic information, including appropriate logs and reports. FloQast (i) backs-up logs on a daily basis, (ii) implements commercially reasonable measures to protect such logs from unauthorized modification or erasure, and (iii) retains such logs in compliance with FloQast's data retention policy. If there is suspicion of inappropriate access to the Services, FloQast can provide customers log entry records to assist in forensic analysis. This service will be provided to customers on a time and materials basis.