

NEXUS FINANCE LLC

SUBSCRIPTION AGREEMENT

This Subscription Agreement (these “**terms**” or the “**Agreement**”) govern Nexus Finance LLC’s (“**Nexus**”, “**we**”, “**us**”, and “**our**”) provision of the Services (as defined below). If you agree to this Agreement on behalf of an entity, you represent that you are authorized to bind that entity; if you do so without such authority.

1. **Services**

1.1. ***Bookkeeping***

- 1.1.1. Our bookkeeping Services are a solution for bookkeeping and financial organization for business and organizational customers where we maintain your accounting books based on information provided by you or at your direction (the “**Bookkeeping Services**”). Unless we expressly agree otherwise, our bookkeeping Services and any related communications with us are not a substitute for and do not include legal, regulatory, tax, financial, real estate, or healthcare advice.
- 1.1.2. If you are a Bookkeeping Services customer for the quarter following your fiscal year end (i.e., your subscription has not been terminated during such period), we may need to perform certain year-end bookkeeping activities at that time as part of your subscription. If you are not a bookkeeping Services customer for the quarter following your fiscal year end, we will not perform year-end bookkeeping activities and will not bear responsibility for or liability with respect to any failure to perform year-end bookkeeping activities on your behalf.
- 1.1.3. We use [Puzzle Financial Inc.](#) (“**Puzzle**”) to provide the Bookkeeping Services. If you do not already have an account, you authorize us to create one for you. Your and our use of Puzzle will be governed by their [terms](#) and [privacy policy](#), and by authorizing us to create an account for you, you agree to Puzzle’s terms.
- 1.1.4. If you are a Bookkeeping Services customer you agree that we will be your sole bookkeeper and in performing such Bookkeeping Services we must use, record, classify and reconcile your financial transactions and other data to prepare your books. This arrangement allows us to most efficiently provide the Bookkeeping Services. If you engage another bookkeeper or otherwise make changes yourself to your books that require us to re-perform the Bookkeeping Services to resolve any inconsistencies or inaccuracies we may (i) delay bookkeeping deliverables that are on a deadline, (ii) charge standard hourly fees for additional work to remediate the situation, (iii) terminate your subscription without a refund.

1.2. ***Other Services***

- 1.2.1. Certain Services are governed by additional provisions available at the links below. If you select Services or than or in addition to Bookkeeping Services then

these additional terms will apply and they are incorporated by reference into these terms.

1.2.1.1. Tax Services Terms

1.2.1.2. Consulting Services Terms

1.2.1.3. Additional Services Terms

1.3. We provide the Services at the direction and for the benefit of your management

- 1.3.1. We provide the Services at the request of, and under the direction of, your management. Your management is responsible for all management decisions and performing all management functions, including (i) setting policies or accepting policy recommendations; (ii) evaluating the reasonableness of underlying assumptions and the adequacy and results of the Services; and (iii) implementation of any findings or recommendations resulting from the Services. We may act upon, and will not have liability for acting upon, instructions in any form (e.g., electronic, written, oral) so long as we reasonably believe that the instructions were actually given by you or on your behalf. You are responsible for the legality of your instructions to us. We are not obligated to identify or offer additional Services.
- 1.3.2. We prepare deliverables resulting from the Services (for example, excerpts, models, budgets, confirmations, etc.) for use by your management. In preparing deliverables, you agree that we (a) do not have an obligation to independently verify the accuracy or completeness of any facts provided by you or any third party, and (b) do not undertake to update the deliverable if any facts change, unless the Order Form for the services expressly states otherwise. If you elect to present any deliverable to any third party, such presentation must be made solely by you and not by or on behalf of us, and you agree to remove any references to us from the deliverable and/or from the presentation.

1.4. We need and rely on information from you

- 1.4.1. Our provision of the Services requires that you provide us access to corporate, financial and related information, information technology systems or services, and/or input from you. You agree to timely provide all such information, access and input and reasonably cooperate with us in our provision of the Services. You agree to provide good faith assumptions and accurate and complete representations, information and data, and you agree that we may assume you have done so without further investigation or verification. You agree that late or insufficient information, access or input from you may cause delay in the performance of the Services, inability to provide the Services, or increase in the amount of our fees.
- 1.4.2. For the avoidance of doubt, if our performance of the Services is prevented or delayed by any act or omission by you or your agents, vendors, consultants, or

employees, we will not be in breach of our obligations or otherwise liable for any related costs, charges, or losses incurred by you.

1.5. Unauthorized uses of the Services

- 1.5.1.** You will only use the Services and the Nexus Platform in accordance with the Acceptable Use Policy, which is incorporated in these terms by reference. We may suspend or terminate provision of the Services, in whole or in part, and we may suspend or terminate access to the Nexus Platform where it is reasonable to believe that any of our Services or the Nexus Platform are being used in a manner that breaches the Agreement (including the Acceptable Use Policy) or creates risk of personal injury, property damage, or legal liability for us, Nexus, you or any third party, or may cause us to lose the services of one of our third-party service providers, if any.

1.6. Modifications to the Services

- 1.6.1.** You understand that we may modify, change and/or improve our Services, and Nexus may do the same with respect to the Nexus Platform. You agree that we and/or Nexus may add or remove functionality or features, and that we may suspend or stop part of the Services or the Nexus Platform altogether. Similarly, because some of our Services are provided by our personnel, we reserve the right to determine from time to time in our sole discretion the personnel assigned to provide the Services to you.

1.7. Separate engagement for public accounting, legal, and tax services

- 1.7.1.** You understand and agree that Nexus is not a certified public accounting firm and does not provide services that would require a license to practice public accounting. You acknowledge that Nexus is not a member of the American Institute of Certified Public Accountants (AICPA) and is not governed by any AICPA rules. The Services fulfilled by Nexus do not include, and you will not rely on them for: (i) audit, attest, examination, verification, investigation, certification, presentation, or review of financial transactions or accounting records (as such terms are used in the California Business and Professions Code Section 5000 et seq. ("California Public Accountancy Law")); (ii) independent advice relating to accounting procedure or to the "recording, presentation, or certification of financial information or data" within the meaning of the California Public Accountancy Law; (iii) preparation or certification of reports on audits or examinations of books or records of account, balance sheets, and other financial, accounting and related schedules, exhibits, statements, or reports that are to be used for publication, for the purpose of obtaining credit, for filing with a court of law or with any governmental agency, or for any other purpose, as contemplated by the California Public Accountancy Law; (iv) legal or regulatory advice regarding any of your business practices, including with respect to their appropriateness or legality; or (v) unless otherwise expressly included on an

Order Form, tax advice or tax return preparation (although we will provide bookkeeping assistance to your tax preparer of choice, and/or you can subscribe for tax Services, which are provided separately from our bookkeeping Services). You should seek the services of a duly licensed professional in connection with any of the foregoing. In particular, in compliance with applicable law and accounting standards regarding auditor independence, we cannot (and do not) make any representation or warranty whether any financial records are compliant with GAAP, IFRS or any other accounting standards or rules.

2. Technology and Data

2.1. *Nexus Platform; Internal Software*

2.1.1. To facilitate the provision of the Services, Nexus may provide your designated users (each, a “User”) with access to and use of functionality of website(s), cloud software services, software tools, automated forms and other technologies developed by or for Nexus (collectively, “Nexus Platform”). You are responsible for: (a) the confidentiality of User access credentials that are in your possession or control; (b) setting up appropriate internal roles, permissions, policies and procedures for the safe and secure use of the Nexus Platform, (c) your Users’ use of the Nexus Platform; and (d) your Users’ compliance with the Agreement, including the Acceptable Use Policy, and applicable laws. You must notify Nexus promptly if you become aware, or reasonably suspect, that your account’s security has been compromised.

2.1.2. To efficiently provide the Services, we use certain internal technologies and tools developed by or for Nexus, such as integrations with Third-Party Services, software rules, checklists and other technologies (collectively, “Internal Software”). You agree to reasonably cooperate with us and Nexus to enable the use of Internal Software in the provision of the Services and to refrain from interfering with the operation of Internal Software. If you obtain new, or make changes to, information technology systems or services that contain relevant data for the Services, you agree to notify Nexus promptly and reasonably cooperate with Nexus to facilitate the efficient use of Internal Software.

2.2. *Data Use*

2.2.1. Nexus will use Customer Data as described in the Agreement and/or in the nexusfinance.ai/privacypolicy, as updated from time to time, and for the business purposes described therein. By using the Nexus Platform, you expressly consent to such use, including the use of Customer Data in Third-Party Services required for the provision of Services, and the sharing of Customer Data across various Services for which you subscribe from us and/or Nexus (e.g., bookkeeping data for tax preparation services).

2.2.2. You agree that Nexus may perform benchmarking studies on an aggregated basis across all or a subset of customers, which will not contain any identifying

information that can be attributed to you or any of your Users, customers, vendors, employees or representatives. You consent to Nexus's use of Customer Data for the purpose of developing and/or performing such benchmarking studies.

2.3. *Intellectual Property Rights*

2.3.1. Subject to the limited rights expressly granted in the Agreement, as between the Parties you retain all rights, title and interest, including all Intellectual Property Rights, in and to Customer Data. You grant (i) us and our subcontractors a limited license to use the Customer Data to provide, protect and improve the Services and to perform our rights and obligations under this Agreement, and (ii) Nexus and its subcontractors a limited license to use the Customer Data to provide, protect and improve the Nexus Platform and Internal Software. In addition, you grant a license to Nexus to use your Company's logo and branding on our website and in our marketing materials.

2.3.2. Subject to the limited rights expressly granted hereunder, Nexus owns all rights, title and interest, including all Intellectual Property Rights, in and to Nexus Platform and Internal Software. Nexus grants your Users a non-exclusive license to use the Nexus Platform for the purpose of facilitating the provision of our Services to you during the term of the Agreement. All rights not expressly granted in this Agreement are reserved.

2.3.3. Each Party represents and warrants to the other that it has the authority, including any and all necessary consents, to grant the licenses above.

2.4. *Third-Party Services*

2.4.1. The Nexus Platform and/or Internal Software can transfer data from or to, or integrate with, Third-Party Services (e.g., your payroll software provider). We and Nexus do not endorse or make any representation, warranty or promise regarding, and do not assume any responsibility for, any Third-Party Service, regardless of whether it is described as "required," "recommended" or the like and regardless of whether the Third-Party Service is included in your Order Form. You should review applicable terms and policies, including privacy and data gathering practices, and should make whatever investigation you feel necessary or appropriate before obtaining any Third-Party Service. You agree to (a) maintain all subscriptions to Third-Party Services that are required for the provision of the Services and Nexus Platform or the operation of Internal Software; (b) abide by the terms of your agreements for any Third-Party Services and indemnify us and Nexus and hold us and Nexus harmless from any claim related to a breach by you of any such agreement or from any instructions by you that would constitute a breach of any such agreement, (c) set up appropriate internal roles, permissions, policies and procedures for the safe and secure use of Third-Party Services, and (d) if we agree to procure Third-Party Services for you (for example, QuickBooks Online), reimburse us for such costs. We and Nexus have no obligation to provide

support for Third-Party Services. The initial or continuing interoperability of the Services, Nexus Platform and Internal Software with any Third-Party Services is not guaranteed. If a Third-Party Provider ceases to make the Third-Party Services available for interoperation with the Nexus Platform or Internal Software for any reason, Nexus may cease providing certain features of Nexus Platform and/or we may modify the Services without liability.

2.5. *Login Credentials*

- 2.5.1. If you provide login credentials (for example, an account name or number, password, answers to security questions (collectively, “Login Credentials”)), you (a) give us and Nexus permission and a limited power of attorney to use them to login to, or create an integration with, these other third-party websites and services and access, transfer, reformat, and manipulate your account on your behalf in performance of the Agreement; and (b) represent that you have the authority to give us this permission. You consent to the use of Login Credentials to provide the Services and perform rights and obligations under the Agreement. Nexus will maintain Login Credentials in encrypted form and will only use them pursuant to the Agreement or as otherwise directed by you.

2.6. *Facilities and data transfer*

- 2.6.1. Nexus requires that all facilities that Nexus uses to store Customer Data or Login Credentials adhere to reasonable security standards. As part of providing the Services, Nexus may transfer, store and process Customer Data within the United States. By using the Services, you consent to this transfer, processing and storage of Customer Data.

2.7. *Feedback*

- 2.7.1. If you provide us or Nexus with feedback, ideas, requests, recommendations or suggestions about the Nexus Platform or Internal Software (“Feedback”), then Nexus may use that information without obligation to you, and you grant Nexus a non-exclusive, worldwide, perpetual, irrevocable license to use, reproduce, incorporate, disclose, and sublicense the Feedback for any purpose.

2.8. *California Consumer Privacy Act and Virginia Consumer Data Protection Act*

- 2.8.1. The following terms apply to the extent and while you are subject to the CCPA or VCDPA and Nexus processes personal information (as defined in the CCPA) or personal data (as defined in the VCDPA) as part of Customer Data (“Personally Identifiable Customer Data”):
- 2.8.2. We use the Nexus Platform provided by Nexus to assist us in processing Personally Identifiable Customer Data to provide the Services.
- 2.8.3. Each of Nexus and us agrees that it shall not: (a) sell or share any Personally Identifiable Customer Data; (b) retain, use, or disclose Personally Identifiable Customer Data outside the purposes specified in the Agreement or our direct business relationship with you, or (c) combine Personally Identifiable Customer

Data with personal data obtained from other sources as prohibited by the CCPA, except, with respect to (b) and (c), as may be otherwise permitted under the CCPA. As used in this clause, the terms “sell” and “share” have the meaning given to them in the CCPA.

- 2.8.4. Each of Nexus, you, and us acknowledges and agrees that: (i) the Personally Identifiable Customer Data is disclosed to Nexus and us only for the limited and specified purpose of performance of obligations and exercise of rights under the Agreement, as described herein and in the Nexus Privacy Policy; (ii) with respect to Personally Identifiable Customer Data, Nexus and we will comply with all applicable obligations under the CCPA or VCDPA, as applicable, and provide the level of privacy protection required of service providers under the CCPA or VCDPA, as applicable; (iii) you have the right to take reasonable and appropriate steps to help ensure that Nexus and we use the Personally Identifiable Customer Data in a manner consistent with your obligations under the CCPA or VCDPA, as applicable, and the Agreement; (iv) we must notify you if we determine that we can no longer meet its obligations under the CCPA and the Agreement (and, if applicable, Nexus will notify you through us if it determines that it can no longer meet its obligations under the CCPA and the Agreement); (v) you have the right, upon notice, to take reasonable and appropriate steps to stop and remediate unauthorized use of Personally Identifiable Customer Data; and (vi) you shall comply with your obligations as a business or controller under the CCPA and/or VCDPA, as applicable. As used in this clause, the term “business” has the meaning given to it in the CCPA and “controller” has the meaning given to it in the VCDPA.

3. Confidentiality

3.1. Confidential Information Defined

- 3.1.1. “Confidential Information” means information of one Party (or its Affiliates) disclosed to the other Party (“recipient”) pursuant to the Agreement that is marked as confidential or would normally be considered confidential information under the circumstances. Customer Data and Login Credentials are your Confidential Information. Confidential Information does not include information that (i) is known to the recipient without a confidentiality obligation prior to its disclosure to the recipient, (ii) is independently developed by the recipient without use of the other Party’s Confidential Information, (iii) is rightfully shared with the recipient by a third party without confidentiality obligations, or (iv) was or becomes publicly known through no fault of the recipient.

3.2. Non-use and non-disclosure obligations

- 3.2.1. Subject to Sections 3.3 and 3.5, the recipient will (a) use the other Party’s Confidential Information only to exercise rights and fulfill obligations under the Agreement, and (b) use reasonable care to protect against unauthorized disclosure

of the other Party's Confidential Information to any parties other than the recipient's Delegates who need to know it and who have a legal obligation to keep it confidential. The recipient agrees to ensure that its Delegates are subject to the same or substantially similar non-disclosure and non-use obligations.

3.3. *Permitted Disclosure of Confidential Information*

3.3.1. General

3.3.1.1. Regardless of any other provision in the Agreement, the recipient or its Affiliates may disclose the other Party's Confidential Information (a) in accordance with a Legal Process, subject to Section 3.3.2 (Legal Process notification); (b) with the other Party's written consent; or (c) in connection with performing its obligations and/or enforcing its rights under the Agreement.

3.3.2. Legal Process Notification

3.3.2.1. The recipient will use commercially reasonable efforts to notify the other Party before disclosing that Party's Confidential Information in accordance with Legal Process. Notice is not required before disclosure if the recipient is legally prohibited from giving notice.

3.3.3. Opposition

3.3.3.1. The recipient and its Affiliates will comply, at the expense of the other Party, with the other Party's reasonable requests to oppose disclosure of its Confidential Information pursuant to Legal Process.

3.3.4. Expenses of Production

3.3.4.1. If (a) you request that we, or (b) we are required by law or Legal Process in a proceeding or investigation to which we are not a named party to, produce documents or personnel as witnesses, or to otherwise make information relating to the Services available to a third party, you agree to reimburse us for our professional time, at our then-current standard hourly rates, and expenses, including reasonable attorneys' fees and expenses, incurred in producing documents or personnel or providing information pursuant to such requests or requirements.

3.4. Injunctive Relief

3.4.1. The Parties agree that a breach of the recipient's confidentiality obligations in this Section 3 may cause irreparable damage, which money cannot satisfactorily remedy, and therefore the other Party may seek injunctive relief for any threatened or actual breach of Section 3 without the need to prove damages or post a bond or other surety.

3.5. Third-Party Infrastructure

3.5.1. The Services, Nexus Platform and Internal Software operate over the internet via networks only part of which are within our control. Our obligations in Section 3.2 apply only to networks and equipment within our control, and we are not

responsible for any delay, loss, interception, or alteration of Customer Data or other Confidential Information on a network or infrastructure outside of our control.

4. Fees and Payment

4.1. *Fees*

4.1.1. We base our subscription fees for Services on certain facts about your business. You agree to provide us with complete and accurate information so we can determine the applicable subscription. If the information is not complete or accurate, materially changes, or you request an expanded or different scope of subscription Services, we may propose a subscription that corresponds to the revised information or your request and reserve the right to terminate the affected Services or the Agreement without liability if we are unable to reach an agreement with you on the revised subscription. Subscription fees (including fees for hourly Services subscribed for on a prepaid basis) are prepaid before or at the start of the subscription period and cannot be carried over to future subscription periods.

4.1.2. As-incurred hourly Services, and all other Services that are not included in your subscription or quoted as a fixed fee, will be billed at our then-current standard hourly rate for the respective Service (as we may update it from time to time), available below are rates of Services provided by Nexus. For the avoidance of doubt, the publication of an hourly rate for a Service does not imply that such Service does not incur subscription fees as set forth in your Order Form.

Type of Service	Hourly Rate
Tax Consulting Services	Starting at \$400/hour
Fractional CFO Services	Starting at \$250/hour
AP/AR Services (if not included in subscription)	Starting at \$100/hour
Payroll Management (if not included in subscription)	Starting at \$50/hour

4.2. *Fee and Scope Updates*

4.2.1. From time to time, we may update our prices for the Services, or, as our Services evolve, we may change the scope of, or subscription model for, certain Services. If we increase your subscription fees (and/or any related fees, such as usage-based fees) and/or materially change the scope of subscription Services we provide to you, we will provide you with advance written notice of such increase or change at least 30 days prior to your next Renewal Period. If you do not terminate your subscription within such 30-day period, you agree that your continued use of the Services constitutes your agreement to pay, and your authorization for us to collect payment from you in accordance with Section 4.3 of, such increased or updated fees.

- 4.2.2. Updates to our hourly fees become effective immediately for future hourly Services. We will use commercially reasonable efforts to notify you of such updates prior to their effectiveness.

4.3. *Payment*

- 4.3.1. Nexus will collect payment for the fees payable by you under the Agreement automatically via your existing payment method on file. You represent that the account you are authorizing for payment is an account that is not primarily used for personal, familial or household purposes. By authorizing Nexus to use ACH, you agree to the NACHA Operating Rules that govern ACH payments. Fees are exclusive of taxes, which you're responsible for if applicable. If you have authorized ACH payments, you authorize Nexus and/or its payment processor to initiate entries to your business bank checking accounts on file with Nexus (using your business address on file) in order to pay amounts that you owe (including for any Renewal Terms as those payments come due), and, if necessary, to initiate adjustments for any transactions credited or debited in error. If your payment method is credit card, you agree to provide accurate and current credit card information throughout the term of the Agreement. We may immediately suspend provision of any or all Services if your account is past due with respect to the payment of fees for any Services or any other amounts owed by you to us. You agree to pay any fees for Services owed by your Affiliates. Except to the extent expressly set forth in the Agreement, all payments are non-refundable and non-creditable.
- 4.3.2. We reserve the right to request prepayment before starting the provision of any Services. In the case of nonpayment of any amount due and owed under the Agreement, in addition to such unpaid amounts you will reimburse us for all costs and fees incurred to collect the unpaid amounts.

5. *Term and Termination*

5.1. *Initial term; Set Periods*

- 5.1.1. The Agreement is effective on the date you sign an Order Form or you otherwise agree to these terms (for example, by clicking through an online agreement) (the "Effective Date"). Your initial subscription term will begin at the subscription start date and continue, unless terminated earlier, for the initial period for which you have paid or owe subscription fees, or if you do not owe prepaid subscription fees then for the period set forth in your Order Form or the completion of the Services described in your Order Form (the "Initial Term"). Subscription terms for different types of Services (for example, bookkeeping and tax preparation) may differ.
- 5.1.2. Certain subscription Services involve periods set by law (for example, a tax year) or by your management (for example, a fiscal year) ("Set Periods"), and aligning the subscription term of such Services with the respective Set Period leads to

operational efficiency. Therefore, if the start date of your subscription to Services differs from the start date of an applicable Set Period, you authorize us to adjust the start date of your subscription to align it to the start date of the Set Period, with a corresponding adjustment of billing dates. Such alignment of start dates will not result in an increase of your subscription fees, unless otherwise authorized by the Agreement.

5.2. *Automatic Renewal*

- 5.2.1. Upon the end of the Initial Term and any Renewal Term, your subscription for the respective Services will automatically renew, without the need to execute a new Order Form or other agreement, for the same duration (a “Renewal Term”) as the immediately preceding term of such Services, unless you give non-renewal notice (via support [at] Nexus.com) or we give you notice to the email address associated with your account. Non-renewal notice must be provided at least (a) seven (7) days for monthly or quarterly subscriptions; or (b) thirty (30) days for annual subscriptions, in each case, prior to the end of the then-current Initial Term or Renewal Term, as applicable.

5.3. *Termination; Withdrawal*

- 5.3.1. Either Party may terminate the Agreement if the other Party has materially breached the Agreement upon written notice to the breaching Party of the breach and an opportunity to cure of at least 30 days.
- 5.3.2. We may withdraw from providing any or all of the Services at any time by providing notice of termination of the Agreement or specific Services to you via the email address we have on file. In the event we terminate the Agreement or any Services for any reason other than your violation of Section 1.5 (Unauthorized uses of the Services) or another breach of the Agreement by you, we will give you a refund of prepaid fees for unelapsed months of the terminated Services. For the avoidance of doubt, you agree that we will not be obligated to issue a refund if our withdrawal is caused by your breach of the Agreement, including your failure to pay any fees when due or to timely provide information, systems access or input that we have reasonably requested for the provision of the Services.
- 5.3.3. You may stop using the Services at any time without cause, however we will not be obligated to provide a refund of any prepaid subscription fees.

5.4. *Effect of Termination or Expiration*

- 5.4.1. In the event your subscription to bookkeeping Services ends, we will be available to transfer to you the “primary administrator” status for the QuickBooks Online or Puzzle account, as applicable, so that you can elect to maintain that subscription with Intuit or export your data.
- 5.4.2. After termination of the Agreement or any specific Services, any support or information production related to the terminated Services shall be at our sole discretion, and if we perform such support or information production you agree to

reimburse us for our professional time at our then-current standard hourly rates. We do not guarantee the availability of any documents or information after such termination. You agree that it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

5.5. *Survival*

5.5.1. Sections 2.2, 2.3, 2.4, 2.7, 5.4, 5.5, and 8 – 13 (inclusive) will survive the termination or expiration of the Agreement. Sections 2.8 and 3 will survive for three years after termination or expiration of the Agreement, and Section 6 will survive for the period set forth therein.

6. Personnel Non-Solicitation

- 6.1. We incur recruiting, training, education and other non-recoverable costs for the personnel assigned to provide the Services to you. We are willing to incur such costs in reliance on your promises in this Section. You agree not to solicit for hire, directly or indirectly, on behalf of yourself or for any third party, any then-current employee or contractor of ours who has been made known to you in connection with the Services (“Covered Personnel”) during the term of the Agreement and for one year thereafter. This Section does not prohibit you from soliciting or hiring any individual as a result of a general employment advertisement not specifically directed at Covered Personnel.
- 6.2. As a reasonable estimate of our personnel replacement costs and not as a penalty, you agree to pay us \$25,000 for every individual Covered Personnel who has terminated their employment or contractor relationship with us as a result of your breach of this Section.

7. Using the Services on Behalf of Others

- 7.1. If you are using the Services on behalf of another individual or entity, you represent and warrant that you have all the authorizations and rights necessary and sufficient to do so.

8. Warranty Disclaimer

- 8.1. THE WARRANTIES STATED IN THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY NEXUS. EXCEPT AS EXPRESSLY STATED IN THE AGREEMENT, WE, NEXUS, OUR AND NEXUS’S AFFILIATES, OUR AND NEXUS’S THIRD-PARTY SERVICE PROVIDERS, AND OUR, NEXUS’S AND THEIR LICENSORS, SUPPLIERS AND DISTRIBUTORS (COLLECTIVELY, THE “PROVIDER ENTITIES”) MAKE NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ABOUT THE SERVICES, NEXUS PLATFORM, OR INTERNAL SOFTWARE. THE SERVICES, NEXUS PLATFORM AND INTERNAL SOFTWARE (INCLUDING AS INTEGRATED WITH ANY OTHER APPLICATIONS) ARE PROVIDED “AS IS” AND ON AN “AS AVAILABLE” BASIS. NO WARRANTY IS MADE THAT THE SERVICES, NEXUS PLATFORM, INTERNAL SOFTWARE OR THE RESULTS OF THEIR USE WILL MEET YOUR NEEDS OR EXPECTATIONS, WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, WILL BE

FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THE RESULTS THEREFROM WILL BE ACCURATE OR RELIABLE, AND/OR WILL COMPLY WITH ANY LAW OR LEGAL REQUIREMENT. YOU ASSUME ALL RESPONSIBILITY FOR DETERMINING WHETHER THE SERVICES OR THE INFORMATION GENERATED THEREBY IS ACCURATE OR SUFFICIENT FOR YOUR PURPOSES. WE AND NEXUS FULLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU UNDER APPLICABLE LAW, ANY IMPLIED WARRANTIES ARE STRICTLY LIMITED TO A PERIOD OF 60 DAYS FROM THE DATE OF YOUR EXECUTION OF THE ORDER FORM, OR DELIVERY OF THE SERVICE, WHICHEVER IS SOONER.

9. Limitation of Liability

9.1. THE CONSIDERATION WHICH WE ARE CHARGING HEREUNDER DOES NOT INCLUDE CONSIDERATION FOR ASSUMPTION BY THE PROVIDER ENTITIES OF THE RISK OF YOUR INCIDENTAL OR CONSEQUENTIAL DAMAGES. IN NO EVENT SHALL WE OR NEXUS BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, OR NEGLIGENCE, OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS AGREEMENT. EXCEPT FOR AMOUNTS DUE TO US UNDER THIS AGREEMENT AND INDEMNITY OBLIGATIONS SET FORTH IN SECTION 10 BELOW, THE MAXIMUM LIABILITY OF EITHER PARTY TO ANY PERSON, FIRM OR CORPORATION ARISING OUT OF OR IN THE CONNECTION WITH THIS AGREEMENT, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED ON BREACH OR REPUDIATION OF CONTRACT, BREACH OF WARRANTY, TORT, OR OTHERWISE, SHALL IN NO CASE EXCEED THE EQUIVALENT OF THE AMOUNT YOU PAID FOR THE NONCONFORMING SERVICES DURING THE TWELVE (12) MONTHS PRIOR TO SUCH CLAIM.

9.2. The Parties acknowledge that the limitations set forth in this Section are integral to the amount of fees charged in connection with the provision of the Service and that, were we to assume any further liability other than as set forth herein, such fees would have to be set substantially higher. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitations of liability for incidental or consequential damages, so the exclusions set forth above may not apply to you.

10. Indemnification

10.1. *Indemnification by Nexus for Nexus-fulfilled Services*

10.1.1. For services fulfilled by Nexus, Nexus shall defend, indemnify and hold harmless you and your employees, officers, directors, consultants, representatives and agents from and against all damages, losses, liabilities, claims, demands, actions, suits, judgments, settlements, costs and expenses, including all attorneys' fees, that arise from or relate to a third-party claim alleging that the Nexus Platform infringes or misappropriates the Intellectual Property Rights of a third party, except to the extent that the alleged infringement is based on: (a) a customization or modification of the Nexus Platform at your direction or by anyone other than Nexus; (b) use of the Nexus Platform in combination with any service, software, hardware, network or system not supplied by Nexus, if the alleged infringement relates to such combination; or (c) use of the Nexus Platform in a manner contrary to Nexus's written instructions or documentation. If the Nexus Platform infringes, or Nexus reasonably believes it may infringe, Intellectual Property Rights, Nexus may, at its own expense and option: (i) procure the right for you to continue use of the Nexus Platform; (ii) modify such Nexus Platform so that it becomes non-infringing without material loss of functionality; or (iii) if (i) and (ii) are not feasible, terminate the applicable Nexus-fulfilled services and refund you a pro-rata portion of any prepaid and unused fees for the affected Nexus-fulfilled Services.

10.2. ***Indemnification by You***

10.2.1. You shall defend, indemnify and hold harmless the Provider Entities and their employees, officers, directors, consultants, representatives and agents from and against all damages, losses, liabilities, claims, demands, actions, suits, judgments, settlements, costs and expenses, including all attorneys' fees, that arise from or relate to: (a) your use of and/or our provision of the Services or the Nexus Platform (except to the extent arising directly from our willful misconduct or gross negligence), (b) your violation of the Agreement that injures any third party, (c) any content, information or materials provided by you, or (d) infringement by you, or any third party using your account or identity in the Nexus Platform, of any intellectual property or other right of any third party. The Provider Entities reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you agree to reasonably assist and cooperate with the Provider Entities in asserting any available defenses and/or defending any legal proceeding.

10.3. ***Procedure***

10.3.1. In the event of a potential indemnity obligation under this section 10, the indemnified party shall provide to the indemnifying party: (i) prompt written notice of the claim or a known threatened claim, such that the indemnifying party's ability to defend the claim is not prejudiced; and (ii) control of, and reasonable assistance in, the defense and settlement of the claim, at the

indemnifying party's expense. Without the prior written consent of the indemnified party, the indemnifying party shall not settle or consent to an adverse judgment in any such claim that adversely affects the rights or interests of, or imposes additional obligations on, the indemnified party.

11. Disputes; Class-Action Waiver

11.1. *Judicial Forum for Disputes*

11.1.1. Except as set forth in Section 11.5 (Arbitration), the Parties agree that any and all claims relating to the Agreement or the Services shall exclusively be brought in the federal or state courts of San Francisco County, California, subject to the mandatory arbitration provisions below. Each Party consents to the venue and personal jurisdiction of such courts.

11.2. *Notice of Disputes*

11.2.1. If you have a dispute under this Agreement, you will promptly send written notice to our address listed on the Order Form. You agree that if we have a dispute with you, we may contact you by sending notice to the address and/or email address listed on your Order Form.

11.3. *Governing Law*

11.3.1. The Agreement and any controversy arising out of or relating to it shall be governed in accordance with the laws of the State of California and any controlling U.S. federal law, including the Federal Arbitration Act, without regard to conflict of law principles.

11.4. *Informal Resolution*

11.4.1. Before filing a claim, you and we (or Nexus, as applicable) each agree to try to resolve the dispute by contacting the other Party through the notice procedures in Section 11.2 (Notice of disputes). If a dispute is not resolved within 30 days of notice, you or we (or Nexus, as applicable) may bring a formal proceeding.

11.5. *Arbitration*

11.5.1. The Parties agree to resolve any and all claims arising from or relating to the Agreement (as defined in Section 13 below) or the Services or Nexus Platform (as defined in Section 13 below) through final and binding arbitration and that the provisions of the Federal Arbitration Act (FAA) (9 U.S.C. §1 et seq.) govern this Agreement, except as set forth below. The Parties agree that the American Arbitration Association (AAA) will administer the arbitration under its Commercial Arbitration Rules. The arbitration will be held in San Francisco (CA), or any other location both Parties agree to in writing.

11.6. *Exceptions to Arbitration*

11.6.1. In the event that either Party brings a claim or cause of action solely for injunctive relief (i) under Section 3.4 above; (ii) to prevent or stop unauthorized use or abuse of the Services or, in Nexus's case, unauthorized use or abuse of the Nexus Platform and/or Internal Software; (iii) to prevent or stop infringement of

Intellectual Property Rights; (iv) relating to unlawful acts that threaten future injury to the general public (public injunctive relief); or (v) otherwise, the state and federal courts located in San Francisco County, California shall have exclusive jurisdiction over such claim or cause of action. For the avoidance of doubt, if a Party brings a claim or cause of action for injunctive relief under this Section, there shall be no requirement to engage in the informal dispute notice process or arbitration process described herein.

11.6.2. In addition, if the dispute between the Parties is for amounts that are within the jurisdiction of a small claims court, each Party has a right to opt to pursue such small claims directly in small claims court.

11.7. *No Class Actions*

11.7.1. THE PARTIES WAIVE ANY RIGHT TO ASSERT ANY CLAIMS AGAINST THE OTHER PARTY AS A REPRESENTATIVE OR MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION, AND EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR OR YOUR INDIVIDUAL CAPACITY, EXCEPT WHERE SUCH WAIVER IS PROHIBITED BY LAW OR DEEMED BY A COURT OF LAW TO BE AGAINST PUBLIC POLICY. TO THE EXTENT EITHER PARTY IS PERMITTED BY LAW OR COURT OF LAW TO PROCEED WITH A CLASS OR REPRESENTATIVE ACTION AGAINST THE OTHER, THE PARTIES AGREE THAT: (I) THE PREVAILING PARTY SHALL NOT BE ENTITLED TO RECOVER ATTORNEYS' FEES OR COSTS ASSOCIATED WITH PURSUING THE CLASS OR REPRESENTATIVE ACTION (NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT OR BY LAW); AND (II) THE PARTY WHO INITIATES OR PARTICIPATES AS A MEMBER OF THE CLASS WILL NOT SUBMIT A CLAIM OR OTHERWISE PARTICIPATE IN ANY RECOVERY SECURED THROUGH THE CLASS OR REPRESENTATIVE ACTION.

11.8. *30-Day Opt-Out Period*

11.8.1. If you don't wish to be bound by these arbitration provisions (including its waiver of class and representative claims), you must email anthony@nexusfinance.ai no later than 30 days after the Effective Date (unless a longer period is required by applicable law). An opt-out notice does not revoke any previous arbitration agreement.

11.9. *Batch Arbitration*

11.9.1. To increase the efficiency of administration and resolution of arbitrations, in the event 50 or more similar arbitration demands (those asserting the same or substantially similar facts, and seeking the same or substantially similar relief) presented by or with the assistance or coordination of the same law firm(s) or organization(s) are submitted to AAA against us and/or our Affiliate(s) within reasonably close proximity, the arbitration provider shall (a) administer the

arbitration demands in batches of 50 demands per batch (to the extent there are fewer than 50 arbitration demands left over after the batching described above, a final batch will consist of the remaining demands); (b) designate one arbitrator for each batch; and (c) provide for a single filing fee due per side per batch. Arbitrator selection for each batch shall be conducted to the greatest extent possible in accordance with the applicable AAA rules and procedures for such selection, and the arbitrator will determine the location where the proceedings will be conducted. You agree to cooperate in good faith with us and the arbitration provider to implement this “batch approach” or other similar approach to provide for an efficient resolution of claims, including the payment of single filing and administrative fees for batches of claims. This "batch arbitration" provision shall in no way be interpreted as authorizing class arbitration of any kind. We do not agree to class arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstances, except as set forth in this section.

11.10. *Future Changes to this Dispute Resolution Agreement*

11.10.1. If there are any changes to this Section 11 or any successor section (but not including Section 11.2 (Notice of Disputes)), you may reject any such change by using the procedure set forth in Section 11.8 (30-day opt-out period) within 30 days of the change. It is not necessary to submit a rejection of a future change to this Section 11 if you have properly opted out of arbitration in compliance with the requirements of Section 11.8 (30-day opt-out period).

12. *Miscellaneous*

12.1. *Updates to these terms*

12.1.1. You understand and agree that from time to time we may amend these terms. We will notify you of any material changes by promptly sending an email or posting a notice in the Nexus Platform. By continuing to use the Services or access the Nexus Platform after such notice, you agree that you will be deemed to have agreed to be bound by the modified terms. Notwithstanding the foregoing, if the changes have a materially adverse impact on and are not acceptable to you, then you must notify us within 30 days after receiving notice of the change (via support@nexusfinance.ai). If we cannot accommodate your objection, then the prior terms shall remain in force until the expiration of your then-current subscription period. Any renewed subscription will be governed by the then-current terms.

12.2. *Severability*

12.2.1. If one or more of the provisions contained in the Agreement is held invalid, illegal or unenforceable in any respect by any court of competent jurisdiction, such holding will not impair the validity, legality, or enforceability of the remaining provisions.

12.3. *Assignment*

12.3.1. You may not assign the Agreement, or your rights or obligations under it (including any claim or right to sue for damages under the Agreement), in whole or in part and any such assignment is void. We may freely assign the Agreement, or our rights and obligations under it, in whole or in part.

12.4. *Electronic Notices*

12.4.1. We will communicate with you via the email associated with your account with us or the Nexus Platform's user interface. It is your responsibility to keep your account email address up to date so that you are able to receive electronic communications from us.

12.5. *Entire Agreement; Amendments*

12.5.1. The Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes any and all prior and contemporaneous agreements, discussions, negotiations, and offers. The Parties agree that any term or condition stated in a customer purchase order or in any other customer order documentation (excluding Order Forms) is void. You acknowledge that in entering into the Agreement you have not relied on and will have no rights or remedies in respect of any statement, representation, assurance or warranty other than as expressly set out in the Agreement. Except as specifically stated otherwise in the Agreement, any amendment must be in writing, expressly state that it is amending the Agreement, and must be signed by both Parties.

12.6. *Order of Precedence; Interpretation*

12.6.1. In the event of an express conflict between these terms and any Order Form, the Order Form shall take precedence and govern. Headings are for information purposes only. The Agreement shall not be interpreted against the drafter.

12.7. *Third-party beneficiaries*

12.7.1. The Provider Entities (other than us) are intended third-party beneficiaries of Sections 8 – 10 (inclusive). Nexus.com, Inc. and its Affiliates are intended third party beneficiaries of this Agreement in the event the Agreement is between you and a Provider Entity other than Nexus.com, Inc. or one of its Affiliates. If a Provider Entity (other than us) or Nexus.com, Inc., as applicable, is an intended third party beneficiary, it will be considered a "Party" for purposes of the applicable provisions of this Agreement. Except as expressly set forth in the foregoing, there are no other third-party beneficiaries to the Agreement. All Services are for your internal purposes and use, and no third party is intended to rely on any Services, deliverables or materials provided by us.

12.8. *No employment, partnership, or agency relationship*

12.8.1. Each Party is an independent contractor, and except as expressly set forth in the Agreement neither Party has any authority to act on behalf of the other. Neither Party will represent itself as agent, servant, franchisee, joint venturer, joint

employer or legal partner of the other. You agree not to represent our personnel as, or request that our personnel act as, an employee, officer, agent or other representative of your entity. We are entering into the Agreement as principal and not as agent for any Affiliate, and claims under the Agreement may be brought only against us and not against any of our Affiliates.

12.9. *No Publicity*

12.9.1. Neither Party shall make any public statement about the Agreement or the relationship of the Parties governed by the Agreement that identifies the other Party without the other Party's prior written consent, except that while you are a customer, we and Nexus may use your name and logo in customer lists on an equal footing with other customers.

12.10. *Compliance*

12.10.1. The Services, Nexus Platform, and derivatives thereof may be subject to U.S. and foreign export laws and regulations. Each Party represents and warrants that it is not on any U.S. government denied-party list. You will not permit any User to access or use Nexus Platform in Russia or in a U.S.-embargoed country or region (which includes the Crimea region, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR) of Ukraine, North Korea, Iran, Cuba, and the Syrian Arab Republic) or in violation of any U.S. export law or regulation.

12.10.2. We and Nexus do not represent or warrant that the Services, Nexus Platform or Internal Software comply with the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"). You must notify us of any HIPAA compliance requirements prior to entering into the Agreement, or within 30 days of any HIPAA compliance requirements becoming applicable to you and/or us.

12.11. *Unfair Competition*

12.11.1. You may not use the Services, Nexus Platform, or any materials provided by us to build a competitive product or service or to benchmark with a product or service not provided by us.

12.12. *Waivers*

12.12.1. A Party's failure or delay to exercise any right under the Agreement will not act as a waiver of such right. Rights may only be waived in writing signed by the waiving Party.

12.13. *Force Majeure*

12.13.1. Notwithstanding any provision contained in the Agreement, neither Party will be liable to the other to the extent performance of any obligations (other than the payment of money) under the Agreement is delayed or prevented by an act of God (e.g., a natural disaster, earthquake, accident or epidemic) or another event outside of reasonable control of the Party seeking excuse of performance (e.g.,

acts of war, terrorism, government authority or by another third party outside the Party's control).

12.14. ***Typographical Errors***

- 12.14.1. In the event a Service is listed at an incorrect price due to a typographical error or error in pricing information received from our partners or suppliers, we will have the right to refuse or cancel any Order Form at the incorrect price. In such event, if you have already paid the incorrect price, we will promptly refund your payment.

13. **Definitions**

“Agreement” means these terms (including, if applicable, the CFO Services Terms and the Tax Services Terms), the Order Form(s), including any scope(s) of work included or referenced in the Order Form(s), and all other terms and conditions agreed to in writing by you and us regarding the provision of the Services.

“Affiliate” means any entity that directly or indirectly Controls, is Controlled by, or is under common Control with a Party.

“CCPA” means (i) the California Consumer Privacy Act of 2018, Cal. Civ. Code § 1798.100 et seq, as amended from time to time including by the California Privacy Rights Act of 2020, and (ii) any regulations promulgated pursuant under, or to implement, the California Consumer Privacy Act of 2018, as amended.

“Control” means control of greater than 50% of the voting rights or equity interests of a Party.

“Customer Data” means data provided by you or at your direction for the provision of the Services, and excerpts and reports of such data prepared as part of the Services for you. For the avoidance of doubt, industry knowledge, general inferences from Customer Data across customers (without identifying you), Nexus Platform, Internal Software and our workpapers are not Customer Data.

“Delegates” means employees, consultants, service providers, agents, and professional advisors of an entity or its Affiliates.

“including” means including, without limitation.

“Intellectual Property Rights” means rights recognized by any jurisdiction with respect to intellectual work product, such as patent rights (including priority rights), design rights, copyrights (including moral rights), mask work rights, trade secret rights, trademarks, service marks, know-how and domain name rights.

“Legal Process” means an information disclosure made under law, governmental regulation, court order, subpoena, warrant, governmental regulatory or agency request, or other valid legal authority, legal procedure, government investigation, or similar process.

“Order Form” means (i) the ordering document or website page that links to these terms or to a subset of these terms for specific Services (for example, to the Tax Services Terms), and (ii) any other ordering document or workflow provided by us or on our behalf for ordering Services. Order Form expressly excludes any terms in your purchase order or other similar document provided by you in the ordering process.

“Party” means you and us, as defined below.

“Nexus” means Nexus.com, Inc. or an Affiliate thereof.

“we”, and “us” means the Services provider entity listed on an Order Form.

“Services” means the back-office services listed on an Order Form and any other back-office services provided to you by us or on our behalf.

“Third-Party Service” means any product (for example, software, cloud services), tool (for example, integration or development tools), or service (for example, implementation services) provided by a party other than us or Nexus that is not acting on our or Nexus’s behalf (a **“Third-Party Provider”**).

“VCDPA” means (i) the Virginia Consumer Data Protection Act of 2021, Code of Virginia § 59.1-575, as amended from time to time, and (ii) any regulations promulgated pursuant under, or to implement, the Virginia Consumer Data Protection Act, as amended.

“you” and “your” means the person or entity listed as customer on an Order Form or, if no such person is listed, then the person or entity who accepts the Agreement when ordering Services. **“You”** shall include your Affiliates only with our prior written consent or if we knowingly and affirmatively provide Services to such Affiliates, and in such case the person or entity named on the Order Form represents that such person or entity is authorized to, and does, (a) bind your included Affiliates to the Agreement and (b) provide on behalf of your Affiliates all consents required by the Agreement. The named person or entity and all permitted and included Affiliates of yours shall be parties to the Agreement and shall be jointly and severally liable under the Agreement.