

Mineral Tree End User Agreement

Reseller is providing you (“Customer,” “You,” or “Your”) a subscription to the MineralTree, Inc. (“Service Provider”) Subscription Service (as defined below). This End User License Agreement (“Terms” or “Agreement”) govern your use of the Solution in addition to the terms in your agreement with the Reseller. You expressly acknowledge and agree that Service Provider shall have the right to enforce this Terms against You. Reseller is not authorized to modify this Terms.

1. Definitions.

- a. **"Affiliate"** means any entity which directly or indirectly controls, is controlled by, or is under common control with the subject entity. **"Control"** for purposes of this definition, means direct or indirect ownership or control of more than 50% of the voting interests of the subject entity.
- b. **"Customer Data"** means all data and/or content created or provided by or for Customer, and all data derived therefrom.
- c. **"Customer Systems"** means all necessary systems, facilities and resources of any kind required to be provided by Customer to effectively access and use the Solution, including, as applicable, Customer or third-party communication lines, databases, software, hardware, firewalls, internet connections, routing and network addresses and configurations and key contacts for problem escalation.
- d. **"Intellectual Property Rights"** means all intellectual property rights, including all copyright, patent, trade secret, trademark, moral, termination, authorship, rights of publicity and other proprietary rights.
- e. **"Maintenance Services"** means maintenance and support services that relate to the Subscription Service and Software.
- f. **"Order Form"** means the documents for placing orders for the Solution entered into between Customer and Reseller from time to time. Order Forms may be documents in written or electronic form. Order Forms form part of the Agreement and shall be deemed incorporated herein by reference.
- g. **"Software"** means, if applicable, the software provided by download that enables Customer to access the Subscription Service and accompanying documentation. If the Subscription Service is terminated, your right to use the Software also terminates.
- h. **"Solution"** means, collectively, the Subscription Service, the Maintenance Services and, if applicable, the Software. The Solution services that you choose to subscribe to and to which the terms and conditions of this Agreement are applicable are those services selected by you in the Order Form.
- i. **"Subscription Service"** means Service Provider’s online accounts payable and payment automation platform, including all accompanying documentation.
- j. **"Subscription Term"** means the period of time for which you have subscribed to the Solution, as set forth in an Order Form.
- k. **"Users"** means individuals who are authorized by you to use the Subscription Service. Users may include, for example, your or your Affiliates’ employees, consultants, contractors and agents, and third parties to which you provide business services.

2. Solution.

- a. **Provision of Subscription Service.** During the Subscription Term and subject to compliance with this Agreement, Service Provider grants you and your Users a limited right to access and use the Subscription Service for business purposes as permitted in the Order Form. Service Provider continuously modifies the Subscription Service to provide additional or improved functionality. You agree to accept all modifications that Service Provider in its sole discretion may make to the Subscription Service and provide to you at no additional charge.

6. **Customer Data.** Customer owns all right, title and interest in all Customer Data. Nothing in this Agreement shall be construed to grant Service Provider any rights in Customer Data beyond those expressly provided herein. As between Service Provider and Customer, Customer is solely responsible for the content, quality and accuracy of Customer Data, and for ensuring that the Customer Data as made available by Customer complies with applicable laws and regulations. To the extent that Customer and Users include personal or consumer information within Customer Data, Customer, and not Service Provider, shall comply with all applicable laws relating thereto, including any notices or consents that may be required in order to include such personal or consumer information in the Customer Data, and Customer shall indemnify and hold Service Provider harmless against any liability that may arise in connection with such information. Notwithstanding the foregoing, Service Provider remains responsible for compliance with the confidentiality obligations in Section 9 below.
7. **Aggregate Data.** You acknowledge and agree that MineralTree may collect, aggregate and anonymize certain data and information as a result of your and your Users' access and use of the Subscription Service ("**Aggregate Data**"). MineralTree shall have the right to use Aggregate Data for research, marketing, benchmarking, analytics, industry analytics and other purposes reasonably required to develop, deliver and provide ongoing innovation to MineralTree services. Aggregate Data does not include any personal information relating to Customer, Users, or other information that could reasonably identify or relate to a natural person.
8. **Customer Authorizations.**
 - a. Customer authorizes Service Provider (i) to use and disclose Customer Data to the extent necessary to provide the Solution; (ii) to collect information for compliance with Know Your Customer (KYC), Anti-Money Laundering (AML), Office of Foreign Assets Control (OFAC), and other applicable regulatory requirements, as necessary; (iii) to collect information necessary to complete credit applications, as applicable; (iv) for each Customer payment request, to facilitate payments to authorized payees by transmitting such payment requests to Service Provider's payment partners; and (v) to provide remittance information, payment information and payment status to Customer's payees.
 - b. Customer represents and warrants that (i) Customer has full authority to authorize all payments requested through the Solution; (ii) Customer has authorized applicable financial institution(s) to withdraw, debit or charge the necessary funds from the bank account(s) from which payments will be made via the Solution; (iii) Customer will request a payment only when a sufficient balance will be available in the respective bank account at the anticipated time of withdrawal; (iv) Customer's payment and remittance instructions are complete and accurate in all respects and in compliance with all applicable laws and regulations; and (v) Customer's instructions, requests or other communications given to Service Provider shall be regarded as legal endorsements and shall be deemed to have the same legal authority as a written authorization signed by an authorized representative. Service Provider shall have no liability resulting from the refusal of any payee to accept payment through the Solution, the failure of Customer to provide timely or accurate information to Service Provider, or a breach by Customer of its representations and warranties.
 - c. Service Provider reserves the right to correct payment transactions that were incorrectly executed, regardless of the nature and cause of the error.
9. **Confidentiality.** Each party may have access to information that is confidential or proprietary to the other party and/or its Affiliates. For purposes of this Agreement, "**Confidential Information**" means the confidential information of a party and/or its Affiliates which is made available in connection with this Agreement, whether disclosed in written, oral, electronic, visual or other form, which is identified as confidential at the time of disclosure or should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding the disclosure, including without limitation information regarding a party's business, operations, finances, technologies, current and future products and services, pricing, personnel, customers and suppliers and (i) with regard to Customer, the Customer Data, and (ii) with regard to Service Provider, the Solution and Service Provider Intellectual Property. The receiving party will use the disclosing party's Confidential Information solely as necessary in connection with the performance of this Agreement. The receiving party shall maintain the confidentiality of the disclosing party's Confidential Information using at least the same degree of care that such party uses to protect its own Confidential Information of a similar

nature, but in no event less than reasonable care, and shall restrict disclosure of the disclosing party's Confidential Information to its employees, consultants, contractors, agents and representatives who have a need to know such information and are bound by obligations of confidentiality and non-use no less restrictive than those set forth herein. Information pursuant to a judicial or governmental request, requirement or order, receiving party shall immediately notify disclosing party and take reasonable steps to assist disclosing party, at disclosing party's expense, in contesting such request, requirement or order or otherwise protecting disclosing party's rights. Confidential Information excludes information to the extent such information (i) is or becomes part of the public domain through no act or omission of the receiving party; (ii) was in the receiving party's lawful possession prior to the disclosure and was not obtained directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the receiving party by a third-party without restriction on disclosure; or (iv) is independently developed by the receiving party without use of or reference to the disclosing party's Confidential Information.

10. Fees.

- a. **Payment.** Customer shall pay all applicable amounts to Reseller as agreed between Customer and Reseller. The amount paid or payable by Reseller to Service Provider for your use of the Subscription under this Agreement will be deemed the amount actually paid or payable by you to us under these Terms for purposes of calculating the liability cap in Section 14.b.

11. Termination.

- a. **Termination for Cause.** Service Provider may terminate Customers use and access to the Solution for cause upon thirty (30) days written notice to Customer of a material breach of these Terms if such breach remains uncured at the expiration of such period.
- b. **Effect of Termination and Return of Customer Data.** Upon the effective date of expiration or termination applicable Subscription Term or for termination under Section 11(a), Customer shall immediately cease any further use of the Solution and shall retrieve the Customer Data therein. Unless otherwise agreed, after such expiration or termination, Service Provider shall have no obligation to maintain or provide any Customer Data.

12. Warranties and Exclusions.

- a. **Warranties.** Service Provider warrants that the Subscription Service and Software will conform in all material respects the accompanying documentation and any specifications or descriptions set forth in the applicable Order Form. EXCEPT FOR THIS LIMITED WARRANTY, SERVICE PROVIDER DISCLAIMS ALL OTHER IMPLIED WARRANTIES AND TERMS (INCLUDING ANY THAT MAY ARISE BY LAW), INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER OR NOT SERVICE PROVIDER KNOWS, HAS REASON TO KNOW, HAS BEEN ADVISED, OR IS OTHERWISE IN FACT AWARE OF ANY SUCH PURPOSE). SERVICE PROVIDER SPECIFICALLY DISCLAIMS ANY WARRANTY THAT THE SOLUTION WILL BE FREE OF ERRORS OR DEFECTS OR WILL OPERATE WITHOUT INTERRUPTION. SERVICE PROVIDER'S ENTIRE LIABILITY UNDER THIS WARRANTY SHALL BE TO CORRECT OR MODIFY THE NON-CONFORMITY AT ITS OPTION, AND, IF IT IS UNABLE TO OR UNWILLING TO DO SO WITHIN A REASONABLE PERIOD OF TIME, YOU MAY, AS YOUR EXCLUSIVE REMEDY, TERMINATE YOUR SUBSCRIPTION TO THE SOLUTION AFTER DELIVERING WRITTEN NOTICE TO SERVICE PROVIDER.
- b. **Exclusion from Warranties.** The warranties in Sections 13 are void to the extent any failure to perform in accordance with the accompanying documentation or Order Form specifications is the result of (i) the Solution not being used in accordance with this Agreement or the applicable documentation, (ii) the Solution being modified or altered without Service Provider's knowledge and written permission, (iii) deployment of the Solution, including implementation and configuration, not performed by, or approved in writing by, Service Provider, or (iv) changes to Customer System.

13. Limitations.

- a. **Exclusion of Consequential and Related Damages.** IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS, LOST DATA, OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.
- b. **Limitation of Liability.** IN NO EVENT SHALL THE AGGREGATE LIABILITY OF SERVICE PROVIDER ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE SOLUTION (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER TO RESELLER FOR THE SOLUTION IN THE TWELVE (12) MONTHS PRECEDING THE FIRST INCIDENT OUT OF WHICH LIABILITY AROSE.

14. Indemnification.

- a. **Customer Indemnification.** Customer shall defend Service Provider against any claim, demand, suit or proceeding (a “Claim”) made or brought against Service Provider by a third party (i) arising from Customer’s use of the Solution in violation of this Agreement or any applicable law or (ii) alleging that Customer Data infringes or misappropriates the Intellectual Property Rights of a third party or that the use by Service Provider of the Customer Data as permitted under this Agreement violates applicable law, and shall indemnify Service Provider for any damages, fines, attorney fees and costs finally awarded against Service Provider as a result of, or for any amounts paid by Service Provider under a court-approved settlement of, such Claim.
- b. **Indemnification Process.** Customer’s obligations in this Section 14 are subject to (i) prompt notification of any such Claim (provided that Service Provider’s failure to provide reasonable written notice shall only relieve the Customer of its indemnification obligations hereunder to the extent such failure materially limits or prejudices Customer’s ability to defend or settle such claim); (ii) the transfer of sole control of the defense and any related settlement negotiations to Customer (provided that Customer may not settle any Claim unless the settlement unconditionally releases the Service Provider of all liability); and (iii) Service Provider’s reasonable cooperation in the defense of such claim at Customer’s cost and expense.

15. Third Party Services.

- a. **Access.** Through the Subscription Service, you may have access to third-party websites, databases, networks, servers, information, software, programs, systems, directories, applications, or products or services (collectively, “Third-Party Services”).
- b. **No Control Over Third-Party Services.** Service Provider does not have or maintain any control over Third-Party Services, and is not and cannot be responsible for their content, operation, or use. By linking or otherwise displaying information from or providing access to any Third-Party Services, Service Provider does not give any representation, warranty or endorsement, express or implied, with respect to the legality, accuracy, quality, or authenticity of content, information, or services provided by those Third-Party Services.
- c. **Terms of Third-Party Services.** Third-Party Services have their own terms of use, licenses and privacy policies, and may have different practices and requirements than Service Provider. You are solely responsible for reviewing any terms of use, privacy policies or other terms governing your use of these Third-Party Services, which you use at your own risk. You are advised to make reasonable inquiries and investigations before entering into any transaction, financial or otherwise, and whether online or offline, with any third-party related to any Third-Party Services.
- d. **Disclaimer of Liability for Third-Party Services.** As between you and Service Provider, you are solely responsible for your use of Third-Party Services. Service Provider disclaims any and all responsibility or liability for any harm resulting from your use of Third-Party Services, and you irrevocably waive any claim against Service Provider with respect to the content or operation of any Third-Party Services.