



## KOR UNIVERSAL SERVICES AGREEMENT

This KOR Universal Services Agreement (this “USA”) is made by and between KOR Financial, Inc., with offices at 2136 Lassiter Dr NE, Marietta, GA 30066 (“KOR”) and \_\_\_\_\_, with offices at \_\_\_\_\_ (“Client”), and is effective as of \_\_\_\_\_ (the “Effective Date”).

### **Background**

Whereas, KOR and Client wish to enter into this USA whereunder KOR provides Client with certain Services, as described below.

NOW THEREFORE, in consideration of the above premise and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, KOR and Client (each, a “Party,” and collectively, the “Parties”) hereby agree as follows:

### **Terms and Conditions**

#### **1. DEFINITIONS**

“**Administrative User**” means a User authorized by Client to change any Client’s User profile, rights, role or configuration or other Client entity level information that affects Client’s interaction with and use of any KOR SaaS Services.

“**Affiliate**” means any Person that, directly or indirectly, controls, is controlled by, or is under common control with, a specified Person.

“**Client Data**” means any and all information, data, files, records and other materials, including Personal Information, as Users input, upload and/or transmit via the KOR SaaS Services.

“**Client Materials**” means any and all Client Data, all Client Technology, all information Client provides to KOR regarding Users, and all other information, data and materials made available to KOR or its personnel by Client or any Users in relation to any Services or otherwise in connection with this USA.

“**Client Technology**” means all software, hardware, systems, networks, or other technology of Client or any of its Affiliates or Users, including such technology utilized thereby to access any Services. For the avoidance of any doubt, Client Technology does not include any Services or Documentation provided by KOR.

“**Contractor**” means an independent contractor or subcontractor of Client engaged by, and acting for the benefit of, Client.

“**Control**,” “**controls**” and “**controlled**,” as used in the definition of Affiliate above, mean the possession, directly or indirectly, of more than fifty percent (50%) of the equity interests of another Person or the power otherwise to direct or cause the direction of the management and policies of such other Person, whether through ownership of voting securities, by contract, or otherwise.

“**Data Protection Laws**” means Laws relating to the use, protection, privacy, and/or security of Personal Information.

“**Documentation**” means any and all (i) user guides, technical documents, specifications and other documentation relating to the KOR SaaS Services or other Services, as KOR may, in its discretion, make available to Client from time to time, in electronic form via the KOR User Portal or otherwise, *but excluding* any sales or marketing materials or other materials on [www.korfinancial.com](http://www.korfinancial.com) which are not



password-protected, and (ii) Modifications thereto as KOR may, in its discretion, make available from time to time under this USA.

“**Governmental Authority**” means any governmental, regulatory or self-regulatory authority, organization, agency, court, tribunal, arbitral body, or commission, or any other similar body or organization exercising governmental or quasi-governmental power or authority.

“**KOR SaaS Services**” means hosting of the KOR System and delivery thereof as a service to and for the benefit of the Client.

“**KOR System**” means any and all (i) websites, interfaces, software, downloadable applications, administrative tools and other systems described in the applicable Addendum, and any and all Modifications thereto as KOR may, in its discretion, make available to Client from time to time under this USA, together with (ii) Documentation relating thereto.

“**KOR Technology**” means the KOR System and all other hardware, software, platforms, user interfaces, and/or communication mechanisms used by or on behalf of KOR in connection with the Services.

“**KOR User Portal**” means a password-protected portion of KOR’s website located at [www.korfinacial.com](http://www.korfinacial.com) or such other website as KOR may specify from time to time.

“**Laws**” means all laws of any jurisdiction and any other regulation, ordinance, order, decree or rule having the force of law, whether in existence as of the Effective Date or promulgated thereafter, as amended or superseded.

“**Malicious Code**” means any computer virus, Trojan horse, worm, ransomware, malware, time bomb, or other similar code or hardware component designed to disable, damage or disrupt the operation of, permit unauthorized access to, erase, destroy or modify any software, hardware, network or other technology.

“**Modifications**” means modifications, enhancements, bug fixes, upgrades, updates, new versions and replacements to or of, and derivative works based on, a specified product or service.

“**Person**” means an individual or a partnership, corporation, limited liability company, trust, joint venture, association, unincorporated organization, government agency or political subdivision thereof, or other entity.

“**Personal Information**” means any personal data that relates to an identified or identifiable individual, as defined under applicable Data Protection Law.

“**User**” shall have the meaning set forth in the applicable Addendum or in any rulebook referenced by such Addendum, or, if no such definition is provided therein, shall mean any employee or Contractor of Client authorized by Client to utilize any Services.

## 2. SERVICES

- (a) **Services.** KOR shall use commercially reasonable efforts that comply with industry standards to perform those services set forth in one or more addenda to this USA which addenda are separately executed by both Parties (each, an “**Addendum**”), each of which shall describe the specific KOR SaaS Services and implementation, training, support and maintenance, and/or other services (if any) to be provided by KOR thereunder (collectively, “**Services**”) and related subject matter, including the fees for such Services (collectively, “**Fees**”). Each Addendum agreed to and executed by an authorized representative of each Party is incorporated into, and subject to the terms and conditions of, this USA.
- (b) **Grant of Access.** Subject to the terms and conditions of this USA (including termination of such right and license), KOR hereby grants to Client a non-exclusive, non-transferable,



non-sublicensable, right and license (i) to permit Users to access and use the KOR SaaS Services, solely (a) for Client’s internal business purposes or as otherwise expressly provided in the applicable Addendum, (b) via such passwords, user IDs and/or other access methods as KOR may prescribe from time to time (collectively, “**Access Methods**”), and (c) in compliance with the KOR Acceptable Use Policy available via the KOR User Portal and any and all other written KOR policies provided to Client, as such policies may be updated by KOR from time to time (collectively, the “**AUP**”); and (ii) to use any other Services provided under the applicable Addendum.

- (c) **Subcontractors.** KOR may from time to time subcontract the performance of any or all Services to KOR Affiliates or third parties; *provided that* KOR shall be and remain responsible for compliance by any such subcontractors with all applicable terms and conditions of this USA.
- (d) **Modification and Discontinuance of KOR SaaS Services’ Features or Functionality.** Notwithstanding any other provision of this USA, Client acknowledges and agrees that KOR may from time to time, in its sole discretion and with or without notice to Client, modify and/or discontinue any features or functionality of the KOR SaaS Services. KOR shall provide Client reasonable prior written notice of any such modification or discontinuance it deems likely to adversely affect Client’s use of the KOR SaaS Services in any material respect (a “Material Change”), and Client shall have the right to terminate the impacted KOR SaaS Service within 30 days of notice of modification or discontinuance subject to such Material Change and shall receive a refund of any amounts paid in respect of KOR SaaS Services paid not to be performed as a result of such termination. Utilization of the KOR SaaS Services following the implementation of any modified KOR SaaS Services shall constitute Client’s acceptance thereof.
- (e) **Suspension.** Without prejudice to any other rights or remedies of KOR, KOR may, in its sole discretion, restrict, suspend or terminate access and use of the KOR SaaS Services by any or all Users in the event of any material violation by any User of the AUP or if KOR reasonably believes continued use thereby threatens the integrity or security of the KOR SaaS Services or violates, or is reasonably likely to violate, the rights of any Person or applicable Laws. To the extent reasonably practicable and not prohibited by applicable Laws, KOR will provide advance notice to Client of any such suspension. KOR will promptly reinstate Client’s access and use if and when the issue triggering the suspension has been resolved. KOR may terminate a User’s access to the System if User has no activity for a period of 365 or more consecutive days on behalf of Client.
- (f) **Trial Services.** If Client is using a free trial, a proof of concept version of KOR SaaS Services, or a beta version of the KOR SaaS Services (collectively, “**Trial Services**”), KOR makes such Trial Services available to Client until the earlier of: (i) the end of the free trial or proof of concept period or beta testing period as communicated by KOR or as set forth in the applicable Addendum; and (ii) KOR making available to Client any purchased version of such KOR SaaS Services (“**Trial Services Period**”). Notwithstanding the provisions of **Section 2(b)** above, during the Trial Services Period, the Client may use the Trial Services solely for their internal business purposes and solely for purposes of evaluating the KOR SaaS Services, in accordance with and subject to the terms and conditions of this USA. Any and all data Client enters into the Trial Services and any configurations made to the Trial Services by or for Client during the Trial Services Period will be permanently lost unless Client: (A) has purchased a subscription to the same KOR SaaS Services as covered by the Trial Services and the applicable Addendum provides for retention of such Client Data; or (B) exports such data or configurations before the end of the Trial Services Period. NOTWITHSTANDING ANY PROVISION OF THIS USA TO THE CONTRARY, (X) KOR PROVIDES THE TRIAL SERVICES SOLELY ON AN “AS IS” AND “AS



AVAILABLE” BASIS WITHOUT ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS OR IMPLIED, AND (Y) EXCEPT TO THE EXTENT LIABILITY CANNOT BE LIMITED UNDER APPLICABLE LAWS, KOR SHALL HAVE NO LIABILITY FOR DAMAGES OF ANY KIND, INCLUDING DIRECT DAMAGES, WITH RESPECT TO USE BY CLIENT OF THE TRIAL SERVICES INFRINGE UPON ANY INTELLECTUAL PROPERTY RIGHTS OR ANY LOSS OF DATA CAUSED BY KOR’S GROSS NEGLIGENCE.

### 3. CLIENT OBLIGATIONS

- (a) **Users.** Client is solely responsible for: (i) ensuring only appropriately authorized Users have access to KOR SaaS Services and other Services, (ii) ensuring such Users have been trained in proper use thereof, as applicable, (iii) ensuring and maintaining confidentiality, security and proper usage of such Users’ Access Methods, (iv) all activities that occur through use of the Access Methods, whether or not authorized by Client, and (v) revoking the Access Methods of any User immediately upon the termination of such User’s employment or other engagement by Client or any other time such Person is no longer authorized to use the KOR SaaS Services. Notwithstanding any other provision of this USA, all acts and omissions of Users shall be deemed acts and omissions of Client for purposes of this USA and any breach of any terms or conditions of this USA by a User shall be deemed a breach by Client.
- (b) **Administrative User Access.** For each applicable Addendum, Client shall designate and notify KOR of a User designated by Client to serve as Client’s Administrative User in respect of the Services to be provided under such Addendum. Client shall notify KOR promptly of any and all temporary or permanent substitutions or replacements therefor.
- (c) **Connectivity.** As between KOR and Client, except as otherwise expressly provided in this USA, Client shall be solely responsible for (i) all software, hardware, networks and other technology Client and the Users utilize to access the Services or to perform obligations under this USA, (ii) any and all unavailability, malfunction, errors and failures thereof, and (iii) any and all damages, losses, costs and expenses associated therewith. KOR shall have no responsibility to provide any such resources to Client.
- (d) **Client Data and Other Client Materials.** As between KOR and Client, except as otherwise set forth in any applicable Addendum with respect to Services to be provided by KOR thereunder, Client is solely responsible for: (i) the content, quality and accuracy of Client Data and other Client Materials; (ii) obtaining any consents or other required authorizations, and providing any notices required, with respect to the collection, processing, storage, transmission and other uses of all Client Data and other Client Materials, including any Personal Information therein, as set forth in this USA; (iii) ensuring that all Client Data and other Client Materials, and all uses thereby of the Services, including any processing of Personal Information and other information, data and materials via the KOR SaaS Services, comply with applicable Laws, including applicable Data Protection Laws; and (iv) all consequences of any submitting, importing, collection, copying, access, display, processing, publishing, storage, transmission, distribution and/or other uses of any Client Materials in accordance with the terms of this USA and any applicable Addendum. Without limiting the generality of the foregoing, Client acknowledges that, as between the Parties, Client is responsible for backing up and maintaining copies of all Client Data and other Client Materials provided to or received from KOR.
- (e) **Assistance and Other Resources.** Client shall promptly provide to KOR all such assistance, data, information, materials and other resources as may be reasonably requested by KOR in connection with KOR’s provision of the Services under this USA. Without limiting any other provision of this USA, under no circumstances shall KOR be



liable for any failure to provide any Services, any delays in providing any Services, unavailability of any Services, or other issues with respect to any Services, attributable to any failures or delays by Client in fulfilling the foregoing obligation or any other dependencies set forth in this USA, including the applicable Addendum. In addition, KOR shall be entitled to rely on the competency, accuracy and currency of all such assistance and other resources provided by Client, as applicable.

- (f) **Notification.** Client shall notify KOR promptly upon becoming aware of: (i) any violation of this USA by any then-current or former User and any and all remedial action taken by Client in connection therewith; (ii) any and all actual or suspected unauthorized disclosures or uses of any Access Methods or any thefts, losses or other breaches of security with respect to any Access Methods; (iii) any and all actual or suspected unauthorized use or misuse of any Services; (iv) any actual or suspected infringement or other violation of any rights of KOR, its Affiliates or its third party licensors, service providers or other suppliers (such licensors, service providers and other suppliers, collectively, “**Suppliers**”); (v) any other acts or omissions of any Person which might jeopardize or prejudice the rights of KOR or any Suppliers in any Services or threaten the integrity or security of any Services; and (vi) any claim, demand, or cause of action brought against Client or any other Person, or any subpoena or other similar legal document served upon Client or any other Person, which relates to this USA or any Services. Notwithstanding the foregoing, except to the extent mandated by applicable Laws, KOR shall have no obligation hereunder to investigate, prosecute, or otherwise take any action in respect of any violation of which it is notified by Client.

#### **4. REPRESENTATIONS AND WARRANTIES.**

Each Party hereby represents and warrants to the other Party that (i) it has read, understands and agrees to be bound by this USA, (ii) it has the requisite corporate power and authority to execute and perform this USA, and (iii) its execution and performance of its obligations hereunder will not violate any applicable Law, contract or other obligation by which it is bound. Client represents to KOR that no Client Data or other Client Materials do or will infringe or otherwise violate any intellectual property rights or other proprietary rights of any Person. KOR represents to Client, to the best of KOR’s knowledge, that the KOR SaaS Systems, the KOR Technology, and any other services provided under this USA or any Addendum do or will infringe or otherwise violate any intellectual property rights or other proprietary rights of any Person. Each Party shall, and Client shall ensure all Users, comply with all applicable Laws in providing or utilizing any Services and otherwise exercising any rights and performing any obligations under this USA.

#### **5. FEES, TAXES AND OTHER CHARGES.**

In consideration for the Services, Client shall pay KOR all Fees due hereunder within forty-five (45) days of Client’s receipt of each invoice therefor, except as otherwise set forth in the applicable Addendum. All such Fees are exclusive of all applicable taxes and other amounts assessable by any Governmental Authority, under applicable Laws, with respect to the Services or this USA, however designated, levied or imposed (collectively, “**Taxes**”). In respect of applicable Fees, Client shall be responsible for (and shall promptly pay or reimburse KOR for, as applicable) any and all such Taxes as may be assessed against KOR, *other than* any Taxes based on KOR’s net income. Unless otherwise set forth in the applicable Addendum, all amounts paid to KOR hereunder shall be paid in United States dollars, within forty-five (45) days of receipt of the applicable invoice therefor, and are non-refundable. Any amounts not disputed in accordance with this paragraph and not paid by the due date therefor shall be subject to late fees equal to the lesser of 1.5% per month or the maximum amount permissible under applicable law. If Client disputes in good faith any invoiced amount, Client may, within forty-five (45) days of the date of the applicable invoice, notify KOR of such dispute via an email sent to [billing@korfinancial.com](mailto:billing@korfinancial.com) or via any alternative support-related resource



as KOR may specify from time to time. Requests to adjust any invoices received after the forty-five (45) day period referenced above will not be accepted by KOR. If KOR agrees to any adjustment requested by Client, such adjustment will be applied (if applicable) as a credit and appear in the relevant invoice during the next billing cycle; such adjustment will otherwise be settled via a refund.

## 6. TERM AND TERMINATION

- (a) **Term.** The term of this USA will commence on the Effective Date and will continue in full force and effect until and unless terminated as set forth in this USA. The USA term will expire automatically three (3) months following any period of no outstanding Addendums.
- (b) **Termination by Client.** Client may terminate this USA in its entirety, or terminate any individual Addendum, at any time upon at least thirty (30) calendar days written notice to KOR.
- (c) **Termination by KOR**
  - (i) KOR may terminate this USA in its entirety, or terminate any individual Addendum, upon at least one hundred twenty (120) days written notice to Client, in the event KOR is discontinuing the provision of the applicable Services and/or winding down its business.
  - (ii) KOR may terminate this USA immediately upon written notice to Client if:
    - (1) Client materially breaches the AUP and fails to remedy such breach within thirty (30) days of Client's receipt of notice from KOR;
    - (2) Client fails to pay any undisputed Fees due hereunder within forty-five (45) days of Client's receipt of notice from KOR;
    - (3) Client breaches this USA in any material respect and fails to remedy such breach within thirty (30) days of Client's receipt of notice from;
    - (4) Client (i) (a) becomes insolvent, (b) voluntarily commences any proceeding or files any petition under applicable bankruptcy Laws, (c) becomes subject to any involuntary bankruptcy or insolvency proceedings under applicable Laws, which proceedings are not dismissed within sixty (60) days, (d) makes an assignment for the benefit of its creditors, or (e) appoints a receiver, trustee, custodian or liquidator for a substantial portion of its property, assets or business; or (ii) passes a resolution for its winding up or dissolution or a court of competent jurisdiction makes an order for such winding up or dissolution; or
    - (5) such termination is required by applicable Law or court order; or
    - (6) if the performance by KOR of any obligations under this USA has become or within 180 days shall become illegal due to a change or amendment to any applicable Laws (including changes to official interpretations of or guidance regarding unchanged Laws and changes to KOR's internal policies that result from such change or amendment to applicable Laws).
- (d) **Consequences.** Following termination of this USA, the Client's rights (and the rights of any Users) to access the KOR SaaS Services and/or other Services shall be revoked and KOR shall cease providing the Services to Client. Upon termination for any reason, (i) all outstanding Fees for Services rendered prior to the effective date of termination shall become immediately due and payable and (ii) any portion of any Fees





paid in respect of a period following such effective date of termination shall be immediately refunded by KOR to Client (as reasonably determined by KOR, subject to Client's right to reasonably dispute such determination).

- (e) **Survival.** The expiration or termination of this USA for any reason will not affect the accrued rights of the Parties or the right of either Party to sue for damages arising from a breach of this USA. The rights and obligations of the Parties set forth in this USA which by their terms survive the termination of this USA shall remain in full force and effect beyond the effective date of expiration or termination of this USA, including **Sections 2(f)** (solely with respect to the disclaimer and limitation of liability), **3(a), 3(d), 5, 6(d), 6(e) 7** through **25** (inclusive).

## 7. CONFIDENTIALITY AND DATA SECURITY.

- (a) **Confidential Information.** Except as otherwise described in this USA, each Party shall treat as strictly confidential all non-public, confidential or proprietary information, data and materials of the other Party and any of its Affiliates (and with respect to Client, its Users), including all information, data and/or materials it receives from, or is given access to by, the other Party under this USA in any form, media or manner, including orally, electronically or in writing (collectively, "**Confidential Information**"), using at least the same degree of care it employs to protect its own confidential information, and in no event with less than reasonable care. Without limiting the generality of the foregoing, Confidential Information of KOR includes all non-public information contained within or otherwise relating to the KOR System, Documentation, KOR SaaS Services and other aspects of the Services (*excluding* Client Data and other Client Materials). Notwithstanding the foregoing, Confidential Information will not include information, data or materials that (i) the receiving Party can demonstrate were independently developed thereby without use of or referral to any Confidential Information of the other Party; (ii) the receiving Party can demonstrate were lawfully received free of restriction from another source with the right to furnish such information, and other than as a result of its relationship with the receiving Party; or (iii) are or become generally available to the public other than as a result of a breach hereof by the receiving Party, including via the direct or indirect acts of the receiving Party or any of its employees, contractors, agents or representatives (and, with respect to Client, any former or current Users).
- (b) **Non-Disclosure and Non-Use.** The receiving Party shall not, directly or indirectly, (i) use the Confidential Information of the other Party for any purpose other than the performance of its obligations, or exercise of its rights expressly granted, under this USA or any Addendum, or (ii) divulge any Confidential Information, without the other Party's prior written consent, to any Person other than those employees, contractors, agents and representatives of the receiving Party or any of its Affiliates (and in respect of Client, its Users) (collectively, "Representatives") who need to know such Confidential Information to perform any of the receiving Party's obligations or exercise any of its rights under this USA. Each Party shall be responsible for compliance with all applicable terms of this **Section 7** by all such Persons to whom it permits access to the disclosing Party's Confidential Information.
- (c) **Mandated Disclosure.** Notwithstanding the foregoing, if disclosure of any Confidential Information of the other Party is required, mandated or requested by applicable Laws, or by an order of a court or Governmental Authority (which for purposes hereof, shall constitute a requirement of "Law"), each of competent jurisdiction, then (i) if not so prohibited by an order of a court or Governmental Authority of competent jurisdiction, the receiving Party or its applicable Representative shall promptly notify the other Party of such requirement, (ii) if so requested by the other Party, the receiving Party shall use



good faith efforts, in consultation with the other Party, to secure a protective order or other confidential treatment of the Confidential Information to be disclosed, and (iii) the receiving Party or its applicable Representative may furnish only that portion of the Confidential Information required by Law to be disclosed.

- (d) **Data Security.** KOR shall implement and maintain, throughout the term of any Addendum, appropriate administrative, physical, and technical measures designed to protect the security and confidentiality of Client Data in its possession or control against any accidental or illicit destruction, alteration, loss or unauthorized access or disclosure to third parties, including all such measure as required by Law.

## 8. RIGHTS IN INTELLECTUAL PROPERTY

- (a) **Client Property.** As between the Parties, with the exception of such rights expressly granted to KOR in this USA, Client owns all rights, title and interest in and to all Client Data, other Client Materials, Client Confidential Information, Client Marks (as defined below) and Client Technology, together with all intellectual property in and to the foregoing (collectively, "**Client Property**"). Nothing in this USA shall be construed to grant KOR any rights in Client Property beyond those expressly provided herein. Client hereby grants to KOR a non-exclusive, royalty-free, fully paid-up, worldwide right and license to (i) access, collect, copy, process, store and otherwise use all Client Materials solely for purposes of performing the Services and otherwise performing KOR's obligations and exercising its rights under this USA, and to permit KOR's Affiliates and other subcontractors to use Client Materials for such purposes, and (ii) anonymize Client Data and aggregate such anonymized Client Data with data of other KOR clients (such compilations, collectively, "**Aggregated Data Compilations**"), and use such compilation for any and all such business purposes as KOR may determine in its sole discretion. KOR may not display Client's trade names, trademarks and/or logos (collectively, "**Client Marks**") to identify Client as a client of KOR or otherwise, unless Client (in its sole discretion) consents thereto in advance.
- (b) **KOR Property.** Except for the limited rights expressly granted to Client in this USA, all rights, title, and interest in and to the KOR System, KOR SaaS Services, other Services, Documentation, KOR Confidential Information, KOR Technology, and all Aggregated Data Compilations, together with all intellectual property in and to the foregoing (collectively, "**KOR Property**") are, as between the Parties, vested in and reserved by KOR (or its Affiliates or Suppliers). Client shall not at any time, directly or indirectly, and shall ensure no Users, (i) make any claim of ownership in or to any KOR Property, (ii) apply to register any KOR Property in any jurisdiction, or (iii) otherwise do or cause to be done any act contesting or otherwise impairing any rights of KOR (or its Affiliates or Suppliers) in or to any KOR Property.
- (c) **Feedback.** If Client or any User provides to KOR any suggestions, ideas, comments or other feedback with respect to the System and/or any Services (collectively, "**Feedback**"), Client, on behalf of itself and its Users, hereby irrevocably and unconditionally assigns to KOR, and irrevocably and unconditionally waives, any and all rights, title and interest that Client or any User may have with respect thereto in any and all media, languages, and jurisdictions throughout the world, now known or hereafter devised, including all Intellectual Property therein, and acknowledges that KOR may utilize such Feedback in any manner, media and territory worldwide as KOR may, in its sole discretion, determine.

## 9. DISCLAIMERS.

EXCEPT AS EXPRESSLY PROVIDED IN THIS USA, KOR WILL USE ITS BEST EFFORTS TO PROVIDE ALL SERVICES AND DOCUMENTATION CONTEMPLATED HEREIN, WHICH SERVICES AND





DOCUMENTATION ARE PROVIDED ON AN “AS IS,” “AS AVAILABLE” BASIS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE, AND AS BETWEEN THE PARTIES, CLIENT BEARS THE SOLE RISK OF OPERATION AND USE OF THE SERVICES, AND THE QUALITY AND PERFORMANCE THEREOF. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING. CLIENT EXPRESSLY ACKNOWLEDGES THAT (i) USE OF THE SERVICES COULD RESULT IN THE LOSS, UNAUTHORIZED DISCLOSURE, DISTORTION, MODIFICATION, AND/OR CORRUPTION OF CLIENT DATA AND OTHER CLIENT PROPERTY, AND (ii) NONE OF THE SERVICES OR DOCUMENTATION CONSTITUTE, OR ARE INTENDED TO CONSTITUTE OR BE A SUBSTITUTE FOR, ANY FINANCIAL, TAX, TRADING, INVESTMENT, ACCOUNTING, LEGAL, REGULATORY, COMPLIANCE OR OTHER PROFESSIONAL ADVICE OR OTHER PROFESSIONAL SERVICES, OF ANY KIND.

**10. LIMITATION OF LIABILITY.**

- (a) **Limitations.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL KOR OR ANY OF ITS AFFILIATES, LICENSORS OR SUPPLIERS, OR ANY OF THE MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF KOR OR ANY OF ITS AFFILIATES OR SUPPLIERS (COLLECTIVELY, “**KOR PARTIES**”) BE LIABLE FOR ANY ACTUAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, TRADING LOSSES, INVESTMENT LOSSES, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, OR BUSINESS INTERRUPTION), ARISING OUT OF OR IN CONNECTION WITH THIS USA OR ANY USE OF (WHETHER OR NOT AUTHORIZED), ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF ANY SERVICES OR DOCUMENTATION HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, OR OTHERWISE, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE AND/OR ANY KOR PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT SPECIFICALLY AGREES THAT NO KOR PARTIES ARE LIABLE FOR THE ACCURACY, AVAILABILITY, CURRENCY, COMPLETENESS, PRIVACY, RELIABILITY, LEGALITY, USEFULNESS, OR VALIDITY OF ANY CLIENT DATA OR OTHER CLIENT PROPERTY OR FOR ANY USES OF OR OTHER ACTS OR OMISSIONS OF CLIENT OR ANY OF ITS USERS WITH RESPECT TO CLIENT DATA OR OTHER CLIENT PROPERTY. TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAWS, IN THE EVENT ANY KOR PARTIES ARE HELD LIABLE FOR ANY REASON ARISING FROM OR RELATED TO THIS USA, THE AGGREGATE LIABILITY OF SUCH KOR PARTIES SHALL NOT EXCEED THE TOTAL FEES PAID TO KOR UNDER THE APPLICABLE ADDENDUM DURING THE TWELVE (12) MONTHS PERIOD IMMEDIATELY PRECEDING THE EARLIEST ACT OR OMISSION GIVING RISE TO LIABILITY. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS **SECTION 10** SHALL NOT APPLY TO ANY LIABILITY ARISING FROM KOR’S WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE; OR KOR’S BREACH OF ITS OBLIGATIONS IN SECTION 7 (“CONFIDENTIALITY AND DATA SECURITY”) OR KOR’S OBLIGATION UNDER SECTION 11 (“INDEMNIFICATION”).
- (b) **Time Bar.** CLIENT AGREES THAT ANY CAUSES OF ACTION THEREBY RELATED IN ANY WAY TO THIS USA OR ANY SERVICES OR DOCUMENTATION MUST BE BROUGHT WITHIN THREE (3) YEARS AFTER THE CAUSE OF ACTION ACCRUES, OR SHALL, TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAWS, BE PERMANENTLY BARRED.
- (c) **Client Limitations.** TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAWS, IN NO EVENT SHALL CLIENT OR ANY OF ITS AFFILIATES, OR ANY OF THE MEMBERS, PARTNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES OF CLIENT OR ANY OF ITS AFFILIATES OR SUPPLIERS (COLLECTIVELY, “**CLIENT PARTIES**”) BE LIABLE FOR ANY ACTUAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL



DAMAGES (INCLUDING, BUT NOT LIMITED TO, TRADING LOSSES, INVESTMENT LOSSES, DAMAGES FOR LOSS OF PROFITS, LOSS OF REVENUE, OR BUSINESS INTERRUPTION), ARISING OUT OF OR IN CONNECTION WITH THIS USA OR ANY USE OF (WHETHER OR NOT AUTHORIZED), ACCESS TO, RELIANCE ON, INABILITY TO USE OR IMPROPER USE OF ANY SERVICES OR DOCUMENTATION HEREUNDER, REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN TORT, CONTRACT, OR OTHERWISE, AND EVEN IF SUCH DAMAGES ARE FORESEEABLE AND/OR ANY CLIENT PARTIES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING THE FOREGOING, THE LIMITATIONS SET FORTH IN THIS **SECTION 10** SHALL NOT APPLY TO ANY LIABILITY ARISING FROM CLIENT'S WILLFUL MISCONDUCT, FRAUD OR GROSS NEGLIGENCE; OR CLIENT'S BREACH OF ITS OBLIGATIONS IN SECTION 7 ("CONFIDENTIALITY AND DATA SECURITY") OR CLIENT'S OBLIGATION UNDER SECTION 11 ("INDEMNIFICATION").

## 11. INDEMNIFICATION.

- (a) **By Client.** Client shall indemnify, reimburse and hold harmless the KOR Parties from and against any and all losses, liabilities, judgments, suits, actions, proceedings, claims, damages, costs and expenses of any nature whatsoever, including reasonable attorney's fees (collectively, "**Losses**") resulting from or arising out of any breach of this USA or any Addendum by Client or any grossly negligent act or gross omission by Client, including Users and any other Persons using Services under any of Client's Access Methods (whether or not authorized), in connection with access to or use of any Services or Documentation, except to the extent any such Losses are caused by the negligence, willful misconduct or fraud of KOR.
- (b) **By KOR.** KOR shall defend, indemnify and hold harmless Client and its members, partners, directors, officers, and employees (collectively, the "**Client Parties**") from and against any Losses resulting from or arising out of any allegation by a third party that the KOR SaaS Services, the KOR Systems or the KOR Technology infringe or otherwise violate any copyright, patent, trade secret or other intellectual property right thereof (an "**IP Claim**" or any breach of Section 7(d); *provided that* (i) Client notifies KOR of such IP Claim as soon as possible after becoming aware thereof, (ii) KOR, at its own expense, shall be entitled to have sole conduct and control of all legal proceedings in connection with such IP Claim or the settlement or other compromise thereof, *provided that* KOR obtains the prior written consent (which consent shall not be unreasonably withheld or conditioned) of Client to any settlement or compromise that incurs liability for any of the Client Parties; and (iii) Client shall give KOR (and any Person acting on behalf of or authorized by KOR) all reasonable assistance with such defense of such claim, at KOR's reasonable expense. In addition, if the KOR SaaS Services are held to violate, or in KOR's opinion are likely to violate, any intellectual property rights of a third party, KOR may, at its discretion and expense: (A) secure the right for Client to continue use of the infringing KOR SaaS Services; (B) replace or modify the infringing KOR SaaS Services such that they are no longer in violation of the applicable third party rights, *provided that* such replacement or modification offers substantially similar functionality; or (C) terminate Client's access to the infringing KOR SaaS Services and, to the extent applicable, refund to Client any Fees paid by Client hereunder in respect of provision of such KOR SaaS Services following the effective date of termination. Additionally, KOR shall defend, indemnify and hold harmless the Client Parties from and against any Losses resulting from or arising out of resulting from or arising out of any breach of this USA or any grossly negligent act or gross omission by KOR, except to the extent any such Losses are caused by the negligence, willful misconduct or fraud of Client.

## 12. FORCE MAJEURE



If the performance of this USA by either Party (other than payment of any amounts owed under this USA) is prevented, hindered, delayed or otherwise made impracticable or degraded by reason of any cause beyond a Party's reasonable control, including any flood, riot, infrastructure (physical, electric, or communication), pandemic, damage or failure, act of terrorism (cyber or physical) or fire (each, a "**Force Majeure Event**"), that Party shall be excused from such performance to the extent, including for the duration of time, it is prevented, hindered or delayed by such Force Majeure Event.

### **13. NOTICES**

Except as otherwise expressly provided herein, all notices, certifications, requests, demands, and other required communications hereunder: (i) shall be in writing; (ii) may be delivered by hand or by any nationally recognized private courier (e.g., Federal Express, UPS); (iii) shall be effective upon delivery to the addressee; and (iv) shall be addressed as follows: (a) if to KOR: KOR Financial, Inc., 2136 Lassiter Field Dr. NE, Marietta, GA 30066, United States; and (b) if to Client, to such address maintained in the KOR System by the Client Administrative User; or (c) to such other address or addresses for notice purposes as may hereafter be specified by notice given by one Party to the other. Notwithstanding the foregoing, payments by Client should be made in the manner and to such address as specified in the applicable invoice.

### **14. RELATIONSHIP**

Nothing in this USA shall constitute or be deemed to establish a partnership, joint venture, association or employment relationship between the Parties (or between KOR and any User), and neither Party (nor with respect to Client, any Users) shall have the authority or power to bind the other Party, or to contract in the name of the other Party, in any manner or for any purpose.

### **15. ADVERTISING AND PUBLICITY**

Neither Party shall make or permit to be made any press release or other public announcement concerning the existence, subject matter or terms of this USA or relationship between the Parties without the prior written consent of the other Party; *provided that* KOR may display the Client Marks in KOR's public marketing and promotional materials and communications for the sole purpose of identifying Client as a KOR Client, in accordance with any written branding guidelines as Client may provide to KOR from time to time.

### **16. ENTIRE AGREEMENT**

This USA, including all Addendums, constitutes the entire understanding between the Parties, and supersedes all prior representations, agreements, negotiations and discussions between the Parties with respect to, the subject matter hereof. Each Addendum is a part of, and incorporated into, this USA. Unless otherwise indicated therein, all capitalized terms contained within any Addendum shall have the meanings ascribed to them in the main body of this USA.

### **17. AMENDMENTS**

KOR may unilaterally amend the terms and conditions of this USA by providing Client written notice thereof (a "**Notice of USA Amendment**") at least one (1) month prior to such amendment becoming effective. Client may terminate this USA upon written notice to KOR, with effect on such date as the modification would have become effective; *provided that* such notice is sent within twenty (20) calendar days of Client's receipt of the Notice of USA Amendment. Otherwise, Client shall be deemed to have approved such amendment and shall be bound thereby. Any amendment to a specific KOR SaaS Service recited on addenda to this USA will be addressed and processed under the terms and conditions of the particular addendum to which such amendment applies.

### **18. SEVERABILITY OF PROVISIONS**

Each provision of this USA shall be considered severable; and if, for any reason, any provision of this USA is determined by a court or arbitration tribunal of competent jurisdiction to be invalid, unlawful,



or unenforceable, such determination shall not affect the enforceability of the remainder of this USA or the validity, lawfulness, or enforceability of such provision in any other jurisdiction. If any court or arbitration tribunal of competent jurisdiction shall deem any provision of this USA too restrictive, the other provisions hereof shall stand, and the court or arbitration tribunal shall modify the provisions at issue to the point of greatest restriction permissible by applicable Laws.

#### **19. WAIVER**

The failure of a Party to exercise or enforce any right conferred upon it by this USA shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time or times thereafter. No waiver by either Party hereunder shall be effective unless agreed to pursuant to a writing signed by a duly authorized representative of each Party.

#### **20. REMEDIES NOT EXCLUSIVE**

No remedy conferred by any provision of this USA is intended to be exclusive of any other remedy, except as expressly provided in this USA, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing in law or in equity or by statute or otherwise.

#### **21. ASSIGNMENT**

Except as otherwise expressly provided herein, neither Party shall assign or otherwise transfer this USA, or any of its rights or obligations under this USA (by merger, change of control, operation of law or otherwise), without the prior written approval of the other party, which approval shall not be unreasonably withheld. Any attempted assignment in violation of the foregoing shall be void and unenforceable.

#### **22. BINDING PROVISIONS/THIRD PARTY BENEFICIARIES**

This USA is binding upon, and shall inure to the benefit of, the Parties and their respective administrators, legal representatives, successors, and permitted assigns. The Parties agree that, except as expressly set forth herein, no provision of this USA is intended, expressly or by implication, to purport to confer a benefit or right of action upon a third party (whether or not in existence, and whether or not named, as of the Effective Date); provided that all KOR Affiliates to which KOR subcontracts any Services under this USA shall be third party beneficiaries of this Agreement.

#### **23. UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS AND UCITA**

This USA and the transactions contemplated herein are not subject to the United Nations Convention on Contracts for the International Sale of Goods or the Uniform Computer Information Transactions Act (prepared by the National Conference of Commissioners on Uniform State Laws), as currently enacted by any jurisdiction or as may be codified or amended from time to time by any jurisdiction.

#### **24. INTERPRETATION**

References to sections and Addendums are to sections of, and Addendums to, this USA, unless otherwise indicated. Section headings are inserted for convenience of reference only and shall not affect the construction of this USA. The masculine gender shall include the feminine and the singular number shall include the plural, and vice versa. "Its" shall mean his, her, their or its, as the context requires. Any use of the word "including" will be interpreted to mean "including, but not limited to," unless otherwise indicated. All references to dollars (including via the symbol "\$") shall refer to the currency United States dollars, unless otherwise provided in the applicable Addendum. References to any Person (including the Parties and any other entities referred to) shall be construed to mean such Person and its successors in interest and permitted assigns, as applicable. In the event of any inconsistency between the terms of the main body of this USA and any Addendum, the terms of the main body of this USA will govern to the extent of the inconsistency unless such Addendum specifically



references and expressly amends a term set forth in the main body of this USA. The Parties intend that this USA should not be construed in favor of or against either Party by reason of the extent to which either Party or its professional advisors participated in the preparation or drafting of this USA.

## 25. GOVERNING LAW AND DISPUTE RESOLUTION

- (a) Governing Law. The validity and effectiveness of this USA shall be governed by, and construed and enforced in accordance with, the internal Laws of the State of New York, without giving effect to the provisions, policies or principles of any state Law relating to choice or conflict of Laws. Except as otherwise expressly set forth in this USA, any legal action or proceeding with respect to this USA by Client may be brought exclusively in the federal or state courts located in the Borough of Manhattan, New York, New York, including the United States District Court for the Southern District of New York, and Each Party submits to the exclusive jurisdiction thereof. Each Party waives, to the fullest extent permitted by applicable Laws, any objection to the laying of venue in such courts of any legal action or proceeding arising out of or relating to this USA and any claim that any such action or proceeding has been brought in an inconvenient forum. Notwithstanding the foregoing, any party may commence any legal action or proceeding in any court of competent jurisdiction. EACH PARTY IRREVOCABLY WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.
- (b) Equitable Relief. Each party acknowledges and agrees that its violation of any of its obligations or any of the other party's rights may cause irreparable harm to the other party, which harm may not be compensable solely by monetary damages, and that, therefore, in the event of an actual or threatened breach of such terms, any party shall be entitled to seek injunctive and other equitable relief, without the necessity of proving monetary damages or posting a bond or other security. Any such equitable relief granted shall be without prejudice to any other rights and remedies as the party may have under this USA.
- (c) Escalation. With the exception of any claim by a Party for equitable relief under **Section 25(b)**, in the event of any claim, dispute, controversy, or other matter in question between the Parties arising out of or relating to this USA or the breach hereof (*excluding* any third party claims subject to indemnification pursuant to **Section 11**, *but including* any disagreements as to indemnification rights hereunder; each, a "**Dispute**"), such Dispute shall be referred in the first instance for discussion and resolution to a senior representative of each Party, who must, within thirty (30) days following such referral, use good faith efforts to attempt to resolve the Dispute.

## 26. COUNTERPARTS

This USA may be executed in one or more counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same instrument. Delivery of an executed counterpart hereof by pdf, or other electronic transmission (including third-party e-signature services such as, but not limited to, DocuSign) shall be deemed equivalent to delivery of a manually executed counterpart. A complete set of counterparts shall be lodged with each Party.

*[Remainder of page intentionally left blank.  
Signature page follows.]*



**IN WITNESS WHEREOF**, the Parties have caused their duly authorized representatives to execute this USA as of the Effective Date.

KOR FINANCIAL, INC.,

**CLIENT:** \_\_\_\_\_

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

LEI: 254900VAP7YD635DD868

LEI: \_\_\_\_\_

Name: Jonathan Thursby

Name: \_\_\_\_\_

Title: Chief Executive Officer

Title: \_\_\_\_\_